ORIGINAL

0000074867

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
Mike Gleason - Chairman
William A. Mundell
Jeff Hatch-Miller
Kristin K. Mayes
Gary Pierce

IN THE MATTER OF THE APPLICATION OF ARIZONA WATER COMPANY FOR AN EXTENSION OF ITS CERTIFICATE OF CONVENIENCE AND NECESSITY AT COOLIDGE, PINAL COUNTY, ARIZONA	**DOCKET NO. W-01445A-04-0453** COMPLIANCE FILING

On December 3, 2004, the Commission entered Decision No. 67439 in the above-captioned docket; on March 22, 2007 the Commission entered Decision No. 69387 modifying the Decision No. 67439 (collectively, the "Decisions") to provide that, no later than December 31, 2007 the Company must file a copy of a fully executed main extension agreement for the Verona project. The filing of the main extension agreement is the only remaining post-hearing filing requirement under the Decisions.

The Company is now filing the main extension agreement for the Verona project, a copy of which is attached hereto as Attachment A.

It is the Company's position that, with the filing of the Verona main extension agreement, it has satisfied the Decisions' compliance requirements in their entirety.

RESPECTFULLY SUBMITTED this 31st day of December 2007.

Arizona Corporation Commission
DOCKETED

DEC 31 2007

DOCKETED BY

ARIZONA WATER COMPANY

By: Robert W. Geake
Robert W. Geake
Vice President and General Counsel
ARIZONA WATER COMPANY
Post Office Box 29006
Phoenix, Arizona 85038-9006

Original and thirteen (13) copies of the foregoing filed the 31st day of December, 2007 with:

Docket Control Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

A copy of the foregoing was mailed this 31st day of December, 2007 to:

Christopher Kempley, Chief Counsel
Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Ernest G. Johnson, Director
Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Brian Bozzo, Compliance Director
Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

By: Robert W. Geake

Attachment A

MASTER WATER SYSTEM FACILITIES AGREEMENT

THIS AGREEMENT is made and entered into as of this 31st day of DECEMBER 2007 by and between ARIZONA WATER COMPANY, an Arizona corporation, (the "Company"), and Miller Holdings Management, LLC, an Arizona limited liability company ("Manager"), which is the manager and agent and is authorized to act on behalf of the following parties for all purposes related to this Agreement; 11 Mile Road Investors, L.L.C., an Arizona Limited liability company; Randolph Road Investors, LLC, an Arizona limited liability company; Sunshine Road Investors, LLC, an Arizona limited liability company; Bartlett Road Investors, LLC, an Arizona limited liability company; Coolidge Corner Retail, L.L.C., an Arizona limited liability company; Kleck Road Investors, LLC, an Arizona limited liability company; McCartney Main and Main, LLC, an Arizona limited liability company; Windsor Road Investors, LLC, an Arizona limited liability company; hereafter (collectively "Owners").

RECITALS

A. Manager and Owners are developing a mixed-use development of approximately 6,500 residential lots, or their equivalent, known as Verona and La Palma at Verona located in the vicinity of Coolidge, Arizona, as shown on the map in Attachment "A-1" hereto, and more particularly described in Attachment "A-2" hereto, (the "Development").

B. The Company is a public service corporation, which operates under, and is subject to, the jurisdiction of the Arizona Corporation Commission (the "Commission"), and owns and operates a water system, which provides water utility service to the Coolidge area.

C. Owners have requested the Company to make available and provide, and the Company is ready, willing and able to make available and provide, all water utility service, both potable and non-potable, necessary for the entire Development ("Water Service"), in accordance with the Company's tariffs on file with the Commission, and the rules, regulations and orders of the Commission, and any other governmental agency having jurisdiction.

D. The Development is within the Company's Coolidge Certificate of Convenience and Necessity.

E. The master plan for the Development is Attachment "B" hereto (the "Master Plan"). Owners shall notify the Company if Manager or Owners amend the Master Plan and shall provide the Company with copies of the amendments. The parties acknowledge that it may be necessary to modify the planned backbone water system infrastructure facilities depicted on the Master Plan, such as the water line sizing and routing, and the location and number of easements, wells, tanks, and booster stations to meet changing development and regulatory requirements, and the parties agree to cooperate in making necessary modifications.

F. The parties understand and agree that it will be necessary for their representatives to meet from time to time as to the design, construction, and other requirements of the on-site and off-site backbone water system infrastructure facilities which may include, but are not limited to, water wells, other water production facilities, treatment facilities, water storage tanks, booster pump stations, water transmission and distribution mains and other facilities, equipment, appurtenances, related electrical and telephone installations, hook-ups and controls, and telemetering equipment necessary or required by the Company to provide Water Service to the Development (the "Infrastructure Facilities"). The initial principal Infrastructure Facilities are listed in Attachment "C" hereto. Owners further understand that the Infrastructure Facilities are to be constructed by Owner in accordance with the Company's Construction Specifications for the Installation of Water Distribution Systems and Standard Specification Drawings ("Specifications"), copies of which are Attachment "D" hereto, and in accordance with other Company requirements and applicable regulatory requirements.

G. This Agreement sets forth the terms and conditions for the installation and refund of the cost of Infrastructure Facilities only. The terms and conditions for the installation and refund of the cost of in-tract water system facilities shall be in accordance with the Company's tariff provisions governing main extension agreements and its Agreement for Extension of Water Facilities which provide for refunds for ten (10) years of ten percent (10%) of the gross annual revenue received from customers

connected to such in-tract water system facilities, e.g. water distribution mains, water services, and water meters necessary to serve lots within any phase of the Development. Owners will be required to make advances for construction for in-tract water system facilities when Manager is ready to have the in-tract water system facilities constructed for the portion of the Development covered by a particular main extension agreement.

In consideration of the mutual agreements, covenants, promises, representations and understandings contained in this Agreement and other good and valuable consideration the parties hereto have entered into the following Agreement.

1. Water Service; Infrastructure Facilities. The Company will be the sole provider of Water Service to the Development, and Owners will construct or arrange for construction of the Infrastructure Facilities in accordance with this Agreement, the Company's tariffs on file with the Commission, and the rules, regulations and orders of the Commission and any other governmental agency having jurisdiction; provided, however, that Owners or Manager may obtain reclaimed water from the City of Coolidge for irrigation use in any public or common areas in the Development.

2. Design of the Infrastructure Facilities.

a. The Company's initial determination of the Infrastructure Facilities necessary to provide Water Service to the Development is the basis of the reimbursable cost estimate of the Infrastructure Facilities referred to in Paragraph 5, below. The

Company may change or supplement its initial determination of the Infrastructure Facilities as the Development is subdivided and as construction occurs. The specific design of the Infrastructure Facilities shall be determined solely by the Company; provided that Owners and the Company shall meet and confer if necessary to agree on the design of the Infrastructure Facilities.

b. All Infrastructure Facilities shall be designed in accordance with the Specifications. Plans for the installation of the Infrastructure Facilities shall be prepared by Owners and submitted to the Company for review and approval prior to construction.

3. Construction of Infrastructure Facilities.

a. Owners shall install, or arrange for installation of, the Infrastructure Facilities in accordance with the Specifications.

b. Owners will arrange to drill, develop, equip and make operational at each well site, one well, together with one water storage tank, one booster pump station and one treatment facility (if needed), including appurtenances. The number of wells and water storage tanks required to meet the peak demand of the Development will be determined as follows:

(1) The peak demand of the Development is estimated to equal the product of the total number of residential units, or their equivalent, multiplied by 0.7

gallons per minute. The maximum pumping capacity of all wells, less the well with the highest pumping capacity, must not be less than the peak demand.

(2) The minimum total capacity of the water storage tanks required to serve the Development must not be less than the product of the total number of residential units, or their equivalent, multiplied by 400 gallons. The total storage capacity is to be distributed as equally as possible so that each well site has one water storage tank, unless otherwise approved by the Company.

(3) As of the date of this Agreement, the Company has determined that four (4) wells and water storage tanks will be necessary to meet the peak demand of the Development. However, if the number of customers and peak demand increase, or the maximum pumping capacity of four wells is insufficient to meet the peak demand, Owners must provide additional fully equipped wells, water storage tanks, booster pump stations, treatment facilities (if needed) and well sites, as necessary, to meet the new peak demand.

c. Before the Company will accept any well or treatment facility, it must produce water which consistently and reliably complies with safe drinking water standards and does not exceed any maximum contaminant level or any applicable Action Level, Public Health Goal, or the additional contaminant limits listed in Attachment "E" hereto, and be permitted by the Arizona Department of Environmental Quality ("ADEQ") which must have issued an Approval of Construction.

d. Owners will construct the Infrastructure Facilities in compliance with the phasing schedule contained in Attachment "F" hereto, and will also deposit with the Company the estimated cost of the Company's labor, testing, inspection and overhead prior to the start of construction for any such phase.

4. Conveyance of Infrastructure Facilities

Upon completion of construction and as a condition of the Company's acceptance of all or any part of the Infrastructure Facilities, Owners or Manager on behalf of Owners shall convey such Infrastructure Facilities to the Company, by a Bill of Sale acceptable to the Company in the form set forth as Attachment "G" hereto, free and clear of liens, encumbrances, claims, assessments and any other item not acceptable to the Company, together with any and all rights claimed by Owners which are necessary or required in connection with the Company's use of the Infrastructure Facilities.

5. Reimbursement Agreement

a. The Company will reimburse Manager, without interest, the cost of the completed and conveyed Infrastructure Facilities (the "Reimbursable Cost"). The Reimbursable Cost shall be the lesser of the actual cost of the completed and conveyed Infrastructure Facilities (as documented by all invoices and other evidence of payment

satisfactory to the Company) or the estimate of Reimbursable Cost reflected in Attachment "H" hereto, or any revision of that estimate as provided in sub-paragraph 5.b.

b. The Reimbursable Cost shall be reimbursed in semi-annual payments on a per active permanent customer ("Customer") basis. The amount of each semi-annual payment will be the reimbursement amount per Customer (which is the estimate of the Reimbursable Cost divided by the projected number of Customers), times the number of new Customers served in the prior six-month period, as modified from time to time in accordance with the procedure described below. The reimbursement amount for the six-month period between January 1 and June 30 of each year shall be due and payable on or before the first day of September of such year. The reimbursement amount for the six-month period between July 1 and December 31 of each year shall be due and payable on or before the first day of March of the following year. The parties have prepared an initial estimate of the Reimbursable Cost, the projected number of Customers in the Development and the reimbursement amount per Customer, and this estimate is contained in Attachment "H" hereto. Whenever requested by the Manager or the Company, but not more frequently than annually, the parties will update Attachment "H" to reflect any revision of the estimate of Reimbursable Cost, the amount of reimbursement to date, the estimated Reimbursable Cost remaining to be reimbursed during the course of the Development, any revision of the projected number of customers, the total of the number of Customers for which reimbursement has been made to date, the estimated remaining number of Customers

for which reimbursement will be made, and the revised reimbursement amount per customer. The new reimbursement amount per Customer will be the estimated Reimbursable Cost remaining to be reimbursed divided by the estimated remaining number of Customers for which reimbursement will be made. The intent of this reimbursement arrangement is that Manager will receive the total Reimbursable Cost following the time the last Customer is served.

c. The Company shall make all such reimbursements to Manager. Manager shall be solely responsible for distribution of such reimbursement payments to Owners as Owners' interests in such reimbursements may be determined by Manager and Owners. The Company shall have no responsibility or obligation to make reimbursement payments to individual Owners, and Manager and Owners shall indemnify, defend, and hold the Company harmless from any claim or liability asserted against the Company by or on behalf of one or more Owners for distribution of any reimbursement from the Company.

6. Easements and Real Property Parcels.

a. Owners must grant or cause to be granted to the Company, upon the Company's request, all easements reasonably required for the Infrastructure Facilities, on the Company's Easement Form which is Attachment "I" hereto. The cost or value of such easements shall not be subject to refund.

b. Owners must convey or cause to be conveyed to the Company in fee, by a special warranty deed or deeds in form and content reasonably acceptable to the Company, the necessary real property parcels required for the Infrastructure Facilities, free and clear of all liens, encumbrances, conditions, covenants, restrictions, claims, charges, easements or other matters affecting the title thereof which are not expressly approved in writing by the Company and which would materially and adversely affect the Company's ability to use such parcels as necessary or required by the Company to provide water service to the Development. The cost or value of such real property parcels shall not be subject to refund. The four initial real property parcels which Owners must convey to the Company are identified in Attachment "J" hereto. Manager and the Company will meet and confer as necessary following the date of this Agreement to identify alternatives for the four initial real property parcels, identify additional real property parcels (200 feet by 200 feet minimum size) or reduce the number of real property parcels that may be reasonably required for the Infrastructure Facilities.

c. (1) Within fifteen (15) days following the Company's notice to Owners that a real property parcel is needed to comply with the phasing schedule in Attachment "F", Owners shall obtain, or arrange to obtain from Security Title Agency, 3620 N. 3rd Avenue, Phoenix, Arizona 85013, a title commitment on such parcel together with copies of all documents referred to therein, and deliver or arrange for the delivery of same to the Company. Within fifteen (15) days after the Company's receipt of the title commitment and all related materials, the Company shall give written notice

to Owners of its approval or disapproval of the condition of title to said parcel or of any objection to the condition of title separately specifying and setting forth each such objection. Owners shall undertake all reasonable actions to cure any such objection to the title of said parcel to the extent that such objection relates to a lien, encumbrance, or other matter that would materially and adversely affect the Company's ability to use such parcel as necessary or required by the Company to provide water service to the Development. If the Company reasonably determines, in its sole judgment, that the condition of such parcel, any condition affecting such parcel, or the condition of title to such parcel is unacceptable to the Company because such parcel cannot be used for the purposes intended by the Company, Owners must provide an alternate parcel which is acceptable to the Company.

(2) Upon completion of construction and as a condition of the Company's acceptance of all or any part of the Infrastructure Facilities, Owners shall (a) deliver an executed and notarized special warranty deed to the Company conveying to the Company all of Owners' right, title and interest in and to such acceptable parcel or parcels required for the Infrastructure Facilities being transferred, as provided in this Agreement, and (b) obtain and furnish to the Company a standard owner's policy of title insurance, insuring in the Company the title to each such parcel in the amount of the value of such parcel (including the value of the improvements thereon), subject only to those matters and exceptions set forth in such policy which the Company has approved in writing pursuant to the provisions of subparagraph 6.c.(1) above.

7. Other Government Approvals. Owners shall apply to ADEQ or ADWR, as applicable, for all well drilling permits and for the approvals to construct and approvals of construction on all facilities and improvements which are part of the Infrastructure Facilities. Owners and the Company shall cooperate with each other in obtaining all permits, licenses, franchises, or other governmental authorizations which may be required for the installation, operation, and use of the Infrastructure Facilities.

8. Remedies. If any party breaches or defaults under this Agreement, the other party or parties shall have all rights and remedies available under this Agreement and at law or in equity, except that contract disputes, claims and controversies between them arising from this Agreement or any action taken pursuant to this Agreement, except for disputes, claims, and controversies subject to the Commission's jurisdiction, shall be resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association. Any arbitration proceeding held pursuant to this arbitration provision shall be conducted in Phoenix, Arizona, or such other location as is selected by mutual agreement of the parties. The arbitrator shall have the right to make any award that could be made by a court of competent jurisdiction. Judgment upon any award rendered by an arbitrator may be entered in any court having jurisdiction. Notwithstanding the foregoing, neither party shall be required to arbitrate any claim, dispute or other matter to which it reasonably desires to join a third party as a party to the action or proceeding.

9. Assured Water Supply. It shall be Owners' responsibility to obtain the Certificate of Assured Water Supply issued by ADWR pursuant to A.R.S. §45-576 (the "Certificate") necessary for the Development. The Company will assist Owners in their application for the Certificate and cooperate with Owners to provide any existing data in the Company's possession, sign standard agreements or acknowledgements, in a form satisfactory to the Company, required by ADWR, and execute the Agreement and Notice of Municipal Provider Reporting Requirements for the Development with the Central Arizona Water Conservation District if Owners or Manager decides to join or pledge any portion of the Development to such district.

10. Time is of the Essence. Time is of the essence and each party will diligently perform its obligations hereunder in a timely fashion in accordance with the provisions of this Agreement. The parties acknowledge that they are under time constraints to meet a development schedule and will make reasonable efforts to do so.

11. Notice Provisions. Written notices to the parties concerning this Agreement shall be sent by certified mail or by courier (such as Federal Express), or by hand-delivery (except invoices and other similar communications may be sent by first class mail) addressed as follows:

To the Company: Arizona Water Company

3805 North Black Canyon Highway

Phoenix, Arizona 85015-5351

or

Arizona Water Company

Post Office Box 29006

Phoenix, AZ 85038-9006

Attention: President

To Owners and Manager: Miller Holdings Management, LLC.

16009 North 81st Street Ste 200

Scottsdale, AZ 85260

or to such other address or addresses as a party may designate by written notice. Notices shall be deemed given, received and effective on the date of delivery if hand-delivered or delivered by courier, or two business days after deposit in the US Mail, postage prepaid if sent by certified mail.

12. Execution in Counterparts. This Agreement may be executed in any number of counterparts and each executed counterpart shall have the same force and effect as an original instrument.

13. Succession. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. Each reference to Owners and/or Manager hereunder shall be deemed to include their successors and assigns.

14. Complete Agreement. This instrument contains the entire agreement between the parties with respect to the subject matter contained herein and no amendment or modification shall be binding unless made in writing and signed by duly authorized representatives of the parties.

15. Headings. Headings on each paragraph or subparagraph are merely for convenience and shall under no circumstances be used to interpret or construe this Agreement.

16. Attorney's Fees. In the event any claim, controversy, or legal action arises under this Agreement, the prevailing party shall be entitled to recover from the other party all attorney's fees, costs, expenses and other fees incurred by the prevailing party.

17. Further Instruments. The parties shall execute any further instruments and perform any further acts which are or may become reasonably necessary to carry out the terms of this Agreement, including, but not limited to, acts or instruments related to ADEQ and ADWR.

18. Waiver. No waiver hereunder, expressed or implied, shall imply any other waiver, at the same or subsequent time, whether of the same obligation or of any other obligation. No waiver hereunder shall be deemed effective unless expressly set forth in writing.

19. Arizona Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

20. Third-Party Beneficiaries. The terms and conditions of this Agreement are for the benefit of the parties hereto and there are no intended third-party beneficiaries under this Agreement.

21. Authority of Manager. Manager represents that each of the Owners has authorized Manager to execute this Agreement on their behalf as their agent and to undertake all actions and perform all duties of Owners and Manager required by this Agreement or which are necessary or proper to carry out the terms of this Agreement. Owners and Manager shall provide Company with documentation in form and content satisfactory to Company, which evidences the foregoing authority and agency of Manager. Owner and Manager shall not terminate the foregoing authority or agency of Manager without Company's express written consent.

IN WITNESS WHEREOF, each of the parties hereto has caused this instrument to be executed by its respective officers or duly authorized Manager as of the date first written above.

COOLIDGE CORNER RETAIL, L.L.C.,
an Arizona limited liability company

KLECK ROAD INVESTORS, LLC,
an Arizona limited liability company

MCCARTNEY MAIN AND MAIN, LLC,
an Arizona limited liability company

WINDSOR ROAD INVESTORS, LLC,
an Arizona limited liability company

BARTLETT ROAD INVESTORS, LLC,
an Arizona limited liability company

RANDOLPH ROAD INVESTORS, LLC,
an Arizona limited liability company

SUNSHINE ROAD INVESTORS, LLC,
an Arizona limited liability company

11 MILE ROAD INVESTORS, L.L.C.,
an Arizona limited liability company

MILLER HOLDINGS MANAGEMENT, LLC
An Arizona limited liability company

By: _____

Its: MGR

ARIZONA WATER COMPANY,
An Arizona corporation

By: Robert W. Geake

Its: V.P. and General Counsel

ATTACHMENT "G"

Recorded at the Request of
ARIZONA WATER COMPANY

When Recorded Please Return to:
ARIZONA WATER COMPANY
Arizona Water Company
P.O. Box 29006
Phoenix, AZ 85038-9006

BILL OF SALE

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged, _____, LLC, an Arizona limited liability company ("Grantor"), does hereby grant, bargain, sell, convey, transfer, deliver and assign to ARIZONA WATER COMPANY, an Arizona corporation ("Grantee"), free and clear of all liens, encumbrances and claims, whether of record or otherwise, the following described property:

A. The water production, transmission, distribution, storage, and related and appurtenant facilities constructed by or on behalf of Grantors, located in Pinal County, Arizona, as described in Exhibit "A".

B. All easements, rights-of-way, licenses, and other rights owned or claimed by Grantors which are required in the production, transmission, distribution or storage of water.

GRANTOR, for itself, its successors, heirs, representatives, and assigns, covenants with Grantee and its successors, representatives, and assigns that Grantor is lawfully seized of the described property; that Grantor has the right to convey the described property; that Grantor warrants and will defend the title and quiet enjoyment of the described property against the claims and demands of all persons; and Grantor will do any further acts for the purpose of perfecting and confirming the title to the described property that Grantee may reasonably require.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by their duly authorized officers this _____ day of _____, _____.

_____,
[Grantor]

an Arizona limited liability company

By_____

Its_____

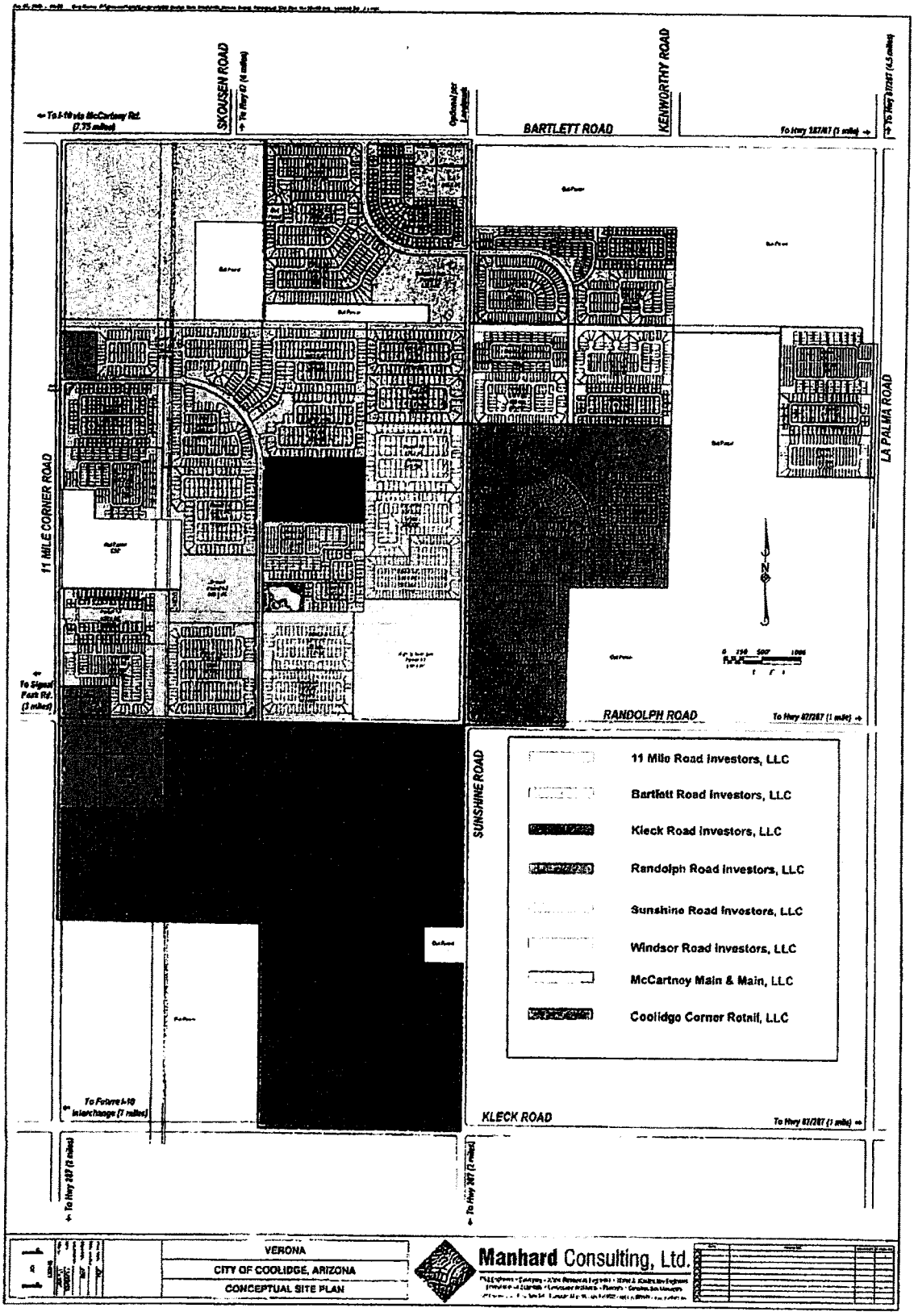
STATE OF ARIZONA)
) ss
COUNTY OF _____)

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____ of the entity that executed the within instrument on behalf of: _____ that executed the within instrument, and acknowledged to me that such corporation executed the same as such _____ and that such _____ executed same.

_____
Notary Public

ATTACHMENT "A-1"

MAP ILLUSTRATING DEVELOPMENT LOCATION



Attachment "A-2"

Legal Description of the Development

BEGINNING at the Northwest corner of Section 6, Township 6 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

Thence easterly along the North line of said Section 6, a distance of 5295.18 feet to the Northeast corner of said Section 6, said corner also being the Northwest corner of Section 5, Township 6 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

Thence southerly along the East line of said Section 6, a distance of 1086.36 feet to the Southwest corner of GLO Lot 4 of said Section 5;

Thence easterly along the South line of said GLO Lot 4, a distance of 2,676.82 feet to the Southeast corner of GLO Lot 3 of said Section 5;

Thence southerly along the North-South mid-section line of said Section 5, a distance of 3965.11 feet to the Northeast corner of the Southwest quarter of said Section 5;

Thence southerly along the North-South mid-section line of said Section 5, a distance of 815 feet;

Thence westerly, a distance of 1287 feet;

Thence southerly, a distance of 1840 feet to a point on the South line of the Southwest quarter of said Section 5;

Thence westerly along the South line of the Southwest quarter of said Section 5, a distance of 1310 feet to the Southwest corner of said Section 5, said corner also being the Northeast corner of Section 7, Township 6 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

Thence southerly along the East line of said Section 7, a distance of 2643.96 feet to the East quarter corner of said Section 7;

Thence westerly along the East-West mid-section line of said Section 7, a distance of 510 feet;

Thence southerly, distance of 475 feet;

Thence easterly, a distance of 510 feet to a point on the East line of the Southeast quarter of said Section 7;

Thence southerly along the East line of the Southeast quarter of said Section 7, a distance of 2173.13 feet to the Southeast corner of said Section 7;

Thence westerly along the South line of the Southeast quarter of said Section 7 a distance of 2645.94 feet to the South quarter corner of said Section 7;

Thence northerly along the North-South mid-section line of said Section 7, a distance of 2648.42 feet to the Northwest corner of the Southeast quarter of said Section 7;

Thence westerly along the South line of the Northwest quarter of said Section 7, a distance of 2622.32 feet to the West quarter corner of said Section 7;

Thence northerly along the West line of the Northwest quarter of said Section 7, a distance of 2649.90 feet to the Northwest corner of said Section 7, said corner also being the Southwest corner of said Section 6;

Thence northerly along the West line of said Section 6, a distance of 1727.40 feet;

Thence easterly, a distance of 1556.50 feet;

Thence northerly, a distance of 911.25 feet to a point on the North line of the Southwest quarter of said Section 6;

Thence westerly along the North line of the Southwest quarter of said Section 6, a distance of 1110.81 feet;

Thence northerly, a distance of 365.83 feet;

Thence westerly, a distance of 445.69 feet to a point on the West line of said Section 6;

Thence northerly along the West line of said Section 6, a distance of 4593.49 feet to the Northwest corner of said Section 6 and the POINT OF BEGINNING.

EXCEPT that portion, described as follows:

BEGINNING at the Northeast corner of GLO Lot 6 of said Section 6;

Thence southerly along the North-South mid-section line of said Section 6, a distance of 1070 feet;

Thence easterly, a distance of 2140 feet;

Thence southerly, a distance of 250 feet to a point on the North line of GLO Lot 9 of said Section 6;

Thence westerly along the North line of said GLO Lot 9 and GLO Lot 10, a distance of 2140 feet to a point on the North-South mid-section line of said Section 6;

Thence westerly along the South line of said GLO Lot 6, a distance of 900 feet;

Thence northerly, a distance of 1320 feet to a point on the North line of said GLO Lot 6;

Thence easterly along the North line of said GLO Lot 6, a distance of 900 feet to the POINT OF BEGINNING.

AND;

Commencing at the East quarter corner of Section 5, Township 6 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona;

Thence northerly along the East line of said Section 5, a distance of 660 feet to the POINT OF BEGINNING;

Thence continuing along the East line of said Section 5, a distance of 1775 feet;

Thence westerly, a distance of 230 feet;

Thence northerly, a distance of 230 feet to a point on the North line of GLO Lot 9 of said Section 5;

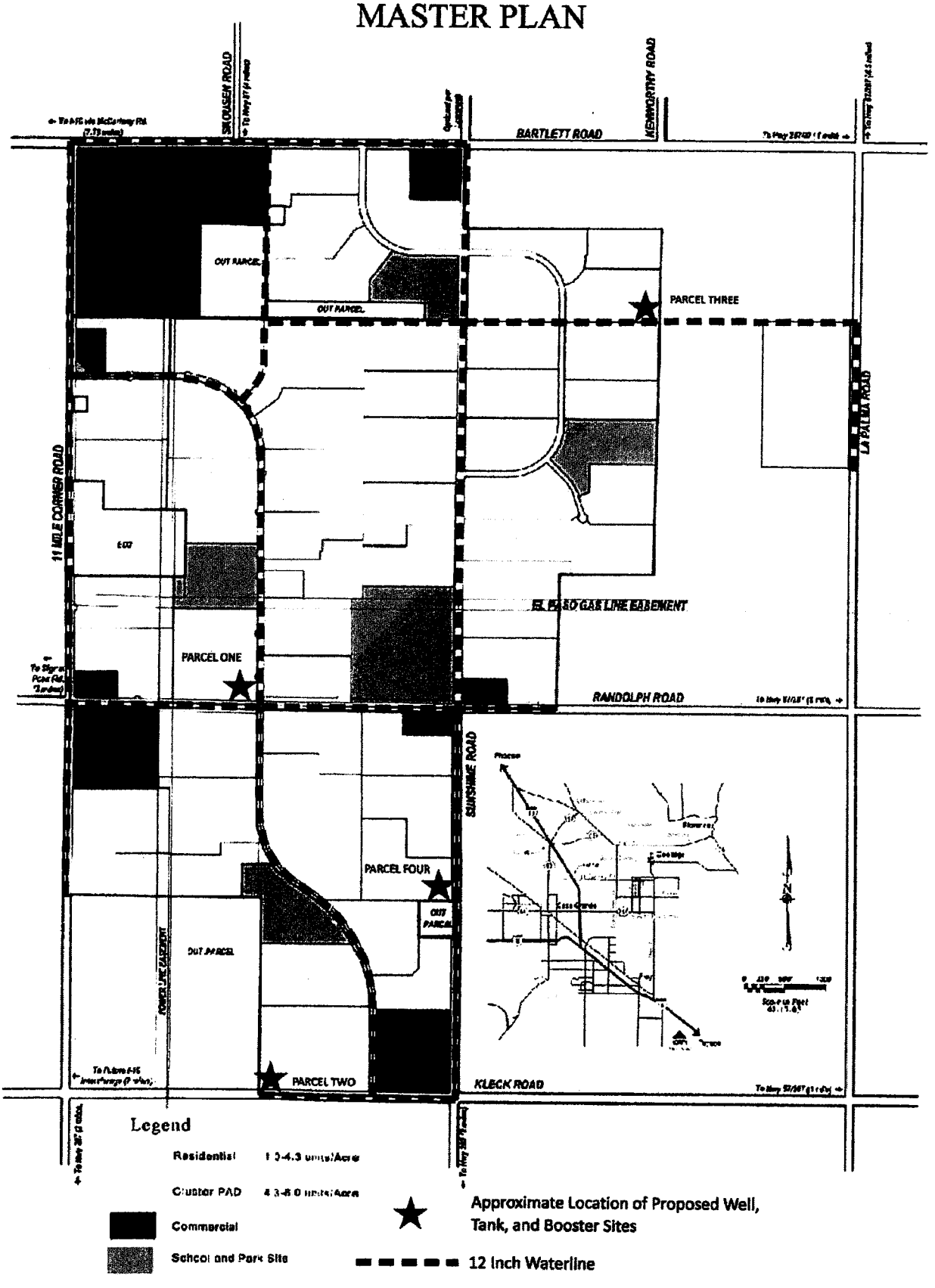
Thence westerly along the North line of said GLO Lot 9, a distance of 1090 feet to the Northwest corner of said GLO Lot 9;

Thence southerly along the West line of said GLO Lot 9, a distance of 2435 feet;

Thence easterly, a distance of 1320 feet to a point on the East line of said Section 5 and the POINT OF BEGINNING.

Attachment "B"

MASTER PLAN



Attachment "C"

Description of Initial Principal Infrastructure Facilities

63,100 LF of 12" C900 PVC Pipe

Four 650,000 gallon water storage tanks 16 feet high by 92 feet in diameter

Four Booster Pump Stations

Four Equipped Production Wells – 16" diameter x 1000' deep.

ATTACHMENT "D"

("Specifications")

ARIZONA WATER COMPANY

E-8-1

CONSTRUCTION SPECIFICATIONS FOR THE INSTALLATION OF WATER DISTRIBUTION SYSTEMS DUCTILE IRON

DEFINITIONS

A. Company. The words "Company" or "Arizona Water Company" mean Arizona Water Company, and where applicable, any division of Arizona Water Company, whose principal place of business is located at 3805 North Black Canyon Highway, Phoenix, Arizona 85015-5351 (Post Office Box 29006, Phoenix, Arizona 85038-9006).

B. Company's Authorized Representative. The words "Company's Authorized Representative" mean any officer of the Company, and any of the Company's Engineers, any Division Manager or Superintendent of the Company and/or such other person(s) designated in writing as the "Company's Authorized Representative" by the President or any Vice President of the Company.

C. Contractor. The word "Contractor" means either an individual or other entity employed to do the work as shown on the Construction Drawings and as specified herein.

D. Construction Drawings. The words "Construction Drawings" mean plans prepared by or on behalf of Arizona Water Company.

E. Contract. The word "Contract" means the written document titled "Proposal/Contract" when such document has been signed by an officer or other authorized representative of both the Contractor and the Company.

CONSTRUCTION SPECIFICATIONS
FOR THE INSTALLATION OF WATER DISTRIBUTION SYSTEMS
DUCTILE IRON

1. GENERAL

All work is to be completed in a safe, workmanlike manner and in accordance with these Construction Specifications; any deviation therefrom must be approved in writing by the Company.

Installations must conform with the requirements of all governmental regulating agencies and the cost of conforming to such regulations must be included in the unit bid prices. Examples of such regulations, without attempting to be inclusive, are:

a. Special compaction and paving for street crossing.
b. Shoring when required because of the trench depth.
c. Closing a trench in those areas where no open trench is allowed overnight.
d. Barricading and traffic control as required.

2. LOCATION MARKING

Alignment stakes as required in the opinion of the Company shall be furnished by the Company to the Contractor and shall be set by the Company at agreed upon intervals and offsets. Under normal circumstances these will reference the pipeline location five feet (5') into the right-of-way measured from property pins. Grade stakes will be provided only when the Construction Drawings show a pipeline depth other than covered in these Specifications. It is the responsibility of the Contractor to preserve all survey work.

3. TRENCH EXCAVATION

The trench location is to be determined by the Construction Drawings.

FOR 8-INCH OR SMALLER PIPE: The depth of the trench prior to pipe laying shall be such that the finished pipeline shall have between thirty-six inches (36") and forty-two inches (42") of cover unless otherwise specified on the Construction Drawings.

FOR 12-INCH AND LARGER PIPE: The depth of the trench prior to pipe laying shall be such that the finished pipeline shall have between forty-eight inches (48") and sixty inches (60") of cover unless otherwise specified on the Construction Drawings.

The width of the trench at and below the level at the top of the pipe shall be a minimum of twelve inches (12") plus the outside diameter of the pipe barrel and a maximum of twenty-four inches (24") plus the outside diameter of the pipe barrel.

The bottom of the trench shall be accurately graded to provide a uniform bearing for each length of pipe for the full length of the pipe. If the native material on the trench bottom can be reasonably dug by hand, bell holes shall be dug for the joints so that the joints in no way support the pipe. When native materials such as rock are encountered during trenching that will not provide a uniform support for the pipe, the trench will be over-excavated an additional six inches (6") and suitable bedding material will be placed in the trench.

Bedding material will be placed by hand in four-inch (4") lifts and compacted to ensure uniform compaction and to eliminate any voids under the pipe. When the space between the pipe and trench bottom varies, this must be backfilled and compacted in four-inch (4") lifts to the mid-section of the pipe.

Whenever the trench is over-excavated for whatever reason, the trench bottom will be brought up to the correct depth at the Contractor's expense using either method (a) or (b) as follows:

a. A.B.C. material shall be used and compacted to a uniform density of not less than 80% of the maximum density as determined by AASHTO T-99 method A and T-191.

b. Native material 100% of which will pass through a one and one-half inch (1½") screen and at least 20% of which will pass through a number-8 screen shall be used and compacted to a uniform density of not less than 85% of the maximum density as determined by AASHTO T-99 method A and T-191.

4. MATERIALS TO BE PROVIDED BY CONTRACTOR

Unless otherwise specified on the Construction Drawings or in the Contract, the Contractor will supply all of the necessary materials which will become a permanent and integral part of the water distribution system, including concrete blocking, anchors, backfill material, paving material and supplies used during the prosecution of the work. All materials provided by the Contractor to construct the water distribution system must be NSF Standard 61 approved. All potable water pipes and fittings shall have NSF-PW seal. Construction materials used in the water system shall be lead free as defined at AAC R28-4-504 and R18-1-101. The Contractor will provide the following materials:

a. FIRE HYDRANTS: Mueller Super Centurion 250 Fire Hydrant, meets ANSI/AWWA C502 Standard, Model No. A-421, 4½" main valve opening, three way, 6" Mechanical Joint Shoe, 1½" pentagon operating nut, color - yellow, drain open, open direction - left, 4' or 4'6" bury depending on application. For pumper and hose nozzle information see below.

(1) 1 - 4" Pumper Nozzle, NST and 2 – 2½" Hose Nozzles, NST. (These locations only: Ajo, Casa Grande, Coolidge and San Manuel.)

(2) 1 – 4½" Pumper Nozzle, NST and 2 – 2½ " Hose Nozzles, NST. (These locations only: Apache Junction, Arizona City, Lakeside, Oracle, Overgaard, Pinewood, Rimrock, Sedona, Sierra Vista, White Tank and Winkelman.)

(3) 1 – 4½" Pumper Nozzle, NST and 2 – 2½" Hose Nozzles, NPT (Bisbee only.)

(4) 1 - 3" Pumper Nozzle GA 6-350 (6 threads per inch, 3.50 pitch diameter) and 2 – 2½" Hose Nozzles, NPT (Miami only.)

(5) 1 – 3½" Pumper Nozzle GA 6-411 (6 threads per inch, 4.11 pitch diameter) and 2 – 2½" Hose Nozzle, NST (Superior only.)

b. FITTINGS: Manufactured by Tyler or Union. Crosses, Elbows, Tees, Cap, Reducer, Adapter, Plug, Blind Flange and Tapped Flange; Ductile Iron, Class 350, SSB, Cast Iron Cement Lined.

(1) Foster Adaptors for MJ, made by Infact Corporation: Available in size 4" to 16". Part No. 4" = 4FA-BC, 6" = 6FA-BC, 8" = 8FA-BC, 10" = 10FA-BC, 12" = 12FA-BC, 16" = 16FA-BC.

c. DETECTOR CHECK VALVE: Mueller/ Hersey EDC III, iron body, including 5/8" x ¾" Trim Kit. Trim Kit Part No.: 4" = 282080, 6" = 282082, 8" = 282085, 10" = 282496.

d. GATE VALVES: Mueller Resilient Wedge Gate Valves, meets AWWA C509 specification, 250 psig, Non-rising stem, Part No. A-2360, low zinc stems, epoxy coated inside and outside to meet the NSF 61 rating. The bonnet and stuffing box shall have 304 stainless steel bolts/nuts.

e. BUTTERFLY VALVES: Mueller Catalog Number 3211, 150 PSI Maximum working pressure. ANSI/AWWA C504 and NSF61 certified. Epoxy interior/exterior. Sizes 16" through 36".

f. AIR RELEASE VALVE: Crispin Model AR10 with 1" NPT inlet and ½" NPT outlet, cast iron body and top flange; with a 5/64" orifice with stainless steel valve sealing faces and BUNA-N rubber.

g. PRESSURE RELIEF VALVE: Watts 174A, Model M, 2" inlet, 2" outlet, Bronze Body, 30lb. to 150lb. pressure range.

h. MEGA LUG: Mechanical Joint restraint made of ductile iron conforming to ASTM 536-80, 250 psi made by EBAA Iron, Inc., series 1100 or equal.

i. METER BOXES: Available from US Filter:

(1) Concrete Box with a steel regular lid, Number 1: Tucson specification.

(2) Concrete Box with a steel regular lid, Number 2, 3, and 4: Phoenix specification.

j. PIPE, COPPER: Type K soft copper in 60 or 100-foot coils.

k. PIPE, DUCTILE IRON: Ductile Iron Pipe, Cement Lined, Push-on, conform to current ANSI/AWWA Specification A21.51/C151, Pressure Class 350 (sizes 4" through 12"), Pressure Class 250 (sizes 14" through 20"), or Pressure Class 200 for 24" pipe. Vendors:

(1) Pacific States Cast Iron Pipe Company
(2) Griffin Pipe
(3) United States Pipe and Foundry Company
(4) American Ductile Iron Pipe

l. PIPE, PLASTIC: Plastic pipe, C-900 PVC per ANSI/AWWA C900, DR18, Class 150, sizes 6" through 12". NSF61 approved. Furnished in laying lengths of 20'.

m. POLYETHYLENE ENCASEMENT: For all pipeline and related fittings installed, EXCEPT for the Coolidge Division. Minimum 8 Mil. and installed per AWWA C105/A21.5-93 and ASTM A-674-89. Manufactured by the Pacific States Cast Iron Pipe Company.

n. COUPLING: Mueller, straight three part union, tested to meet ANSI/AWWA C800, H15403, conductive compression.

Mueller, H15428, straight coupling, conductive compression by male iron pipe, tested to meet ANSI/AWWA C800 specification. Size: 2".

Mueller, H15451, straight coupling, conductive compression by female iron pipe, tested to meet ANSI/AWWA C800 specification. Size: 2".

Viking Johnson brand, sold by Mueller: MaxiFit Straight (2"-24"), MaxiFitXtra Straight (4"-8") or MaxiStep Transition, tested to meet AWWA/ANSI C.219-91 specifications – certified to ISO 9001:1994.

o. STOP, ANGLE METER, BALL: Mueller, valve, B24258, conductive compression by meter swivel nut, tested to meet ANSI/AWWA C800, size 5/8 " x ¾" x ¾" for a ¾" service or size 1" for a 1" service.

Mueller, valve, B24265, female pipe thread by meter swivel nut, tested to meet ANSI/AWWA C800, size 5/8" x ¾" x ¾" for a ¾" service or size 1" for a 1" service.

p. STOP, CORP: Mueller, ball valve, B25008, taper thread by conductive compression, tested to meet ANSI/AWWA C800 specification, sizes: ¾", 1" and 2".

Mueller, ball valve, B25028, iron pipe thread by conductive compression, tested to meet ANSI/AWWA C800 specification. Sizes ¾", 1", and 2".

Mueller, ori-corp valve, H15013, taper thread by conductive compression, tested to meet ANSI/AWWA C800 specifications, size: 2".

q. STOP, CURB: Mueller Oriseal valve, H10291, iron pipe thread by iron pipe thread, quarter turn check, brass, tested to 300 psi working pressure, tested to meet ANSI/AWWA C800 specification, size: 2".

Mueller, B20283, Mueller 300 ball curb valve, female iron pipe by female iron pipe, quarter turn check, tested to meet ANSI/AWWA C800 specification. Size: 2".

r. TAPPING SADDLE: Smith Blair, Cast Bronze ASTM-B584 85-5-5-5, double strap, iron pipe threads, Models 321 and 323. Washers are silicon bronze, ASTM-B36. Gaskets are grade 60 Buna N, or Mueller bronze double strap

service saddle, BR 2 B series, cast bronze, ASTM-B585, 85-5-5-5, or H16084, 200 psig, meets ANSI/AWWA C800.

s. TAPPING SLEEVE: Mueller H304 Stainless Steel Tapping Sleeve, JCM 432 18-8 Type 304 Stainless Steel Tapping Sleeve, Romac "SST" Type 304 Stainless Steel Tapping Sleeve or CASCADE-style CST-EX stainless steel pressure-rated tapping sleeve.

t. TAPPING VALVE: Mueller Double Disc tapping valve, Catalog Number H667, Class 125, sizes 4" through 24" flange by mechanical joint per ANSI/AWWA C111, iron body, double disc, non-rising stem. Epoxy coated interior/exterior per ANSI/AWWA C550 for NSF 61 compliance. 200 PSI range for valves 4" to 12". 150 PSI range for valves 16" to 24".

u. U-BRANCH: Mueller, H15364, 1" male iron pipe by ¾" male iron pipe, tested to meet ANSI/AWWA C800 specification. Size: 1" x ¾" x 13½", straight line.

v. VALVE BOXES: Valve Box with Cover, adjustable, Tyler 562-A or equal, made of cast iron.

w. VAULTS: Utility Vault Company, Chandler, AZ.

(1) 4484-WA concrete vault with a 3660 aluminum double torsion door with a recessed padlock hasp, two - 18" x 24" center knockouts.

(2) 575-WA concrete vault with a 4874 aluminum double torsion door with a recessed padlock hasp, two - 18" x 24" center knock outs and adjustable frame.

(3) 612-5X-WA concrete vault with a 4874 aluminum double torsion door with a recessed padlock hasp, two - 18" x 24" center knockouts.

x. VALVE, METER: Mueller, B24351, Mueller 300 ball straight meter valve, female iron pipe by meter nut, quarter turn check, lock wing, tested to meet ANSI/AWWA C800 specification. Size: ¾".

Mueller, B25170, Mueller 300 ball straight valve, conductive compression by female iron pipe, quarter turn check, lock wing, tested to meet ANSI/AWWA C800 specification. Size: 1".

y. YOKES, METER: Relocator type copper meter yoke with horizontal inlet and outlet and meter thread ends, B24118, with lock wing Mueller 300 angle ball valve, full port, sizes: 1" x 12", 5/8" x ¾" x 7", 5/8 x ¾" x 9".

Mueller, 2" copper meter yoke with horizontal inlet and outlet and female iron pipe threads, B2423-99000, with lock wing Mueller 300 ball angle meter valves on inlet and outlet risers. Raised 1" by-pass with lock wing Mueller 300 ball valve.

The Contractor also will be required to provide the following materials, the cost of which will be included in its unit bid price:

> All material and concrete for thrust blocks, other anchors, reinforcing steel; all gravel, crushed stone, A.B.C., earth, sand, or screened material which may be required; all material for bracing and shoring trenches and for construction of forms; all barricades and traffic control equipment; all material for paving replacement and any water used for compaction of backfill.

5. INSTALLATION OF MATERIALS

All materials are to be installed in accordance with manufacturers recommendations unless otherwise directed by these Specifications.

All pipe, fittings and valves shall be laid true to the lines, grades and locations established by the Specifications and the Construction Drawings.

The ends and inside of the pipe shall be thoroughly cleaned and inspected for damage. No damaged materials shall be installed in the water distribution system.

Whenever the work ceases for any reason, all open pipeline ends shall be tightly plugged by the Contractor.

Concrete thrust blocks of the sizes required by the plans and specifications are to be provided at all valves, changes in direction or size, or at any other point where an unbalanced thrust due to water pressure would exist. Thrust blocks are to be formed to prevent any concrete from spilling over or into a joint.

Trench curves as shown on the Construction Drawings may be made without fittings when using pipe up to twelve inches (12") in diameter, if the deflection of the pipe does not exceed five degrees (5E) or nineteen inches (19") per eighteen-foot (18') length of pipe. The minimum radius of such curves will be two hundred five feet (205').

Prior to construction, the appropriate agency(ies) will be notified as required by the permit(s).

It shall be the Contractor's responsibility to uncover all existing water lines being connected to, and to verify the location, depth and size of pipe before any construction begins.

Any construction performed without the knowledge of the duly authorized representative is liable for removal and replacement at the Contractor's expense.

All fire hydrants, frames, covers and valve boxes, etc. shall be adjusted to finished grade prior to the placing of the asphalt concrete surface course by the Contractor (where applicable).

Air release valves shall be installed at water system high points per Standard Detail E-9-8-2.

All water services shall be set a minimum of two feet (2') on the customer's property, preferably within the P.U.E. and not within right-of-way.

Unless otherwise specified on the construction drawings, all water mains shall be installed five feet (5') from the property line inside the right-of-way or easement.

Water valves shall be spaced not more than five hundred feet (500') in commercial districts and not more than eight hundred feet (800') in other districts. Variations may be required for transmission mains or special applications.

Installation of water line casing shall be per Standard Specification E-9-24-1.

6. BACKFILL OF WATER MAIN TRENCHES

Backfill of any excavation shall conform to the requirements of any of the governmental agencies having jurisdiction over the location. If no governmental agency having such jurisdiction specifies backfill or compaction requirements, and no special requirements are shown on the Construction Drawings, the procedure set forth in this section will apply for water line trenches.

The bedding material above the pipe and backfill material shall be compacted to a minimum of 70% compaction within a utility easement and 80% compaction within a right-of-way as determined by AASHTO T-99 method A and T-191. If water settling is used for compaction, it is the responsibility of the Contractor to prevent the pipe from floating.

The bedding material shall be either native material, 100% of which will pass through a one and one-half inch (1½") screen and at least 20% of which will pass through a number-8 screen, or imported material which conforms to M.A.G. specifications for A.B.C. or type-B select materials. Bedding material shall be used below and around the pipe and a minimum of twelve inches (12") above the pipe.

The remainder of the trench shall be backfilled with native or imported material which shall be of sound earthen material free from broken concrete, wood, broken pavement, or other unsuitable substances. Except as otherwise specified, backfill may be material containing no pieces larger than eight inches (8") in greatest dimension.

Where settlement occurs, additional backfill material shall be placed and compacted and the trench shall be brought to final grade.

7. HYDROSTATIC TESTING OF COMPLETED PIPELINES

Hydrostatic testing of water pipelines will be completed before the new system is connected into the existing water system so that all testing can be done against all new materials.

The completed section of water pipeline to be tested shall be slowly filled with water with care being taken to expel all air from the pipe. If necessary, the pipe will be tapped at high points to vent air.

The Contractor shall provide all equipment and labor necessary to accomplish this testing and the price shall be included in the unit prices. The Contractor shall notify the Company in advance of the testing so that the Company can schedule a duly authorized representative to be at the site during testing. The Contractor, at its own expense, shall make any necessary repairs to the system being tested in order to cause the section being tested to meet the test limits set below. The Contractor may request authorization of the Company to

connect the new pipelines to the existing system prior to completion of pressure testing when, in the Company's sole opinion and judgment, conditions warrant such connection.

The Contractor shall assume all responsibility to complete pressure testing to Company's specifications after such connection, including, but not limited to, isolation of the new pipelines from the existing system, if necessary.

Connections prior to completion of pressure testing shall not be made unless prior Company authorization has been obtained, and any extra expenses resulting from such connections shall be the sole responsibility of the Contractor.

Leakage tests will be for a period of two hours at 200∀ 5 psi at the point of lowest elevation; leakage may not exceed 0.1 gallons per hour per one thousand feet (1,000') of pipe per inch of diameter.

8. STERILIZATION AND FLUSHING OF COMPLETED WATER PIPELINES

Sterilization and flushing will conform to recommendations of Arizona State Department of Health Services Engineering Bulletin Number 8, latest edition, or any future Arizona Department of Environmental Quality bulletins.

9. NO OTHER UTILITIES ALLOWED IN OR NEAR WATER PIPELINE TRENCHES

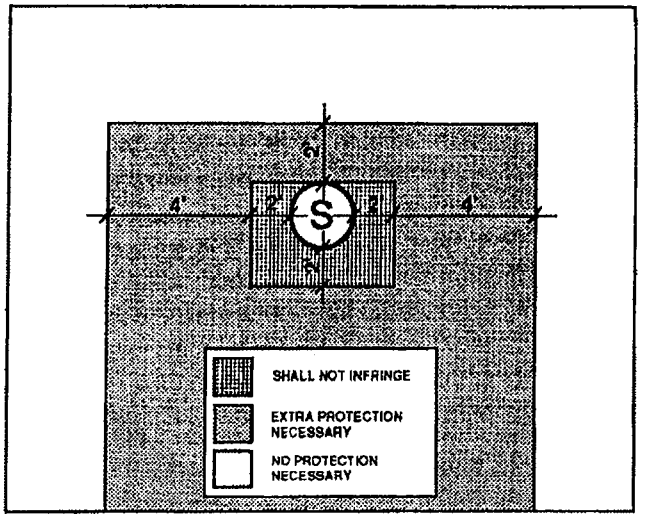
No other utility installations will be permitted in the water pipeline trench or within five feet (5') of the Company's water pipeline when running parallel to the water pipelines.

10. PROTECTION OF WATER MAINS NEAR SEWERS

In order to protect water mains from contamination by sewers, the installation of the water mains must conform to the following requirements:

a. Horizontal - When water lines and sewers are laid parallel to each other, the horizontal distance between them shall not be less than six feet (6'). Each line shall be laid on undisturbed or bedded material in a separate trench. Where conditions prevent the minimum horizontal separation set forth above, extra protection will be required. Extra protection shall consist of constructing the sewer main with mechanical joint ductile iron pipe or with slip-joint ductile iron pipe if joint restraint is provided, or encasing the sewer main in concrete. Extra protection shall consist of constructing the water main with mechanical joint ductile iron pipe or with slip-joint ductile pipe if joint restraint is provided. The water main shall not be encased in concrete.

The Construction Drawings shall indicate the installation requirements. The drawings showing these exceptions shall have been approved by the appropriate state and/or county health department. Refer to the diagram below for clarification.



Under no circumstances will the horizontal separation between sewer mains and water mains be less than two feet (2'). All distances are to be measured from the outside of the sewer main to the outside of the water main.

b. Vertical - When a water main is parallel to or crosses a sewer main within two feet (2') above the sewer or greater than two feet (2') below the sewer, extra protection will be required. Extra protection shall consist of constructing the sewer main with mechanical joint ductile iron pipe or with slip-joint ductile iron pipe if joint restraint is provided, or encasing the sewer main in concrete. Extra protection shall consist of constructing the water main with mechanical joint ductile iron pipe or with slip-joint ductile pipe if joint restraint is provided. The water main shall not be encased in concrete.

The Construction Drawings shall indicate the installation requirements. The drawings showing these exceptions shall have been approved by the appropriate state and/or county health department.

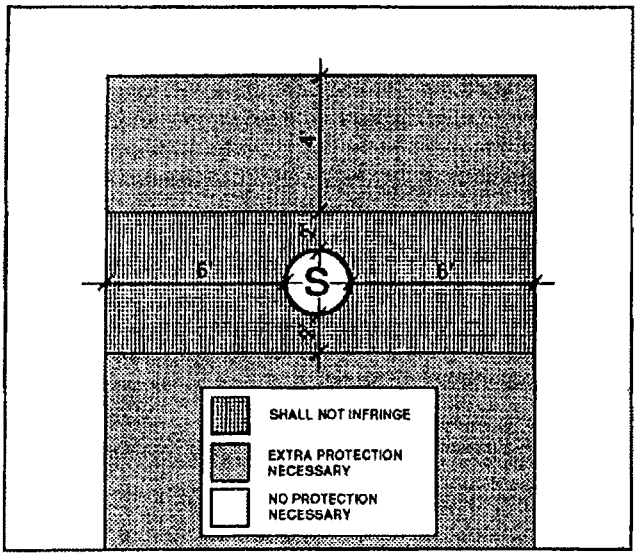
Under no circumstances will the vertical separation of a sewer main installed above a water main be less than two feet (2'). All distances are to be measured from the outside of the sewer main to the outside of the water main. Refer to the diagram above for clarification.

c. When unusual conditions such as, but not limited to, highway or bridge crossings prevent the water and sewer main separations required from being met, the appropriate state and/or county health department will review and may approve requests for authorization to use alternate construction techniques, materials and joints on a case-by-case basis.

d. No water pipe shall pass through or come into contact with any part of a sewer manhole. The minimum horizontal separation between water

mains and manholes shall be six feet (6'), measured from the center of the manhole.

e. The minimum separation between force mains or pressure sewers and water mains shall be two feet (2') vertically and six feet (6') horizontally under all conditions. Where a sewer force main crosses above, or less than six feet (6') below, a water line, the sewer main shall be encased in at least six inches (6") of concrete for ten feet (10') on either side of the water main. Refer to the diagram below for clarification.



f. Sewer mains (gravity, pressure, force) shall be kept a minimum of fifty feet (50') from drinking water wells, unless the following conditions are met:

1. Water main pipe, pressure tested in place to 50 psi without excessive leakage, may be used for gravity sewers at distances greater than twenty feet (20') from drinking water wells.

2. Water main pipe, pressure tested in place to 150 psi without excessive leakage, may be used for pressure sewers and force mains at distances greater than twenty feet (20') from drinking water wells.

g. No septic tank/disposal field system shall be constructed within one hundred feet (100') of a drinking water well.

h. All distances are measured perpendicularly from the outside of the sewer main to the outside of the water main. These separation requirements do not apply to building, plumbing or individual house service connections.

i. Use Mechanical Joint ductile iron pipe with Megalug thrust restraints a minimum of ten (10') feet on each side of a sewer or storm drain crossing.

11. COMPACTION

When crossing existing water mains a minimum of 95% compaction is required to the bottom of existing mains.

Arizona Water Company requires that no slurry be permitted to contact existing cement/asbestos or ductile iron pipes. Slurry may be poured in the bottom of the sewer trench stopping three inches (3") below the existing water main. The backfill used around the main should be AB in sufficient depth to prevent slurry from contacting existing main.

12. WATER MAIN MATERIAL SPECIFICATIONS

Ductile iron pipe (Push-on type) minimum class 350, cement lined and conform to AWWA C151.

All main line valves shall conform to AWWA C500 with a minimum working pressure of 200 psi.

All cast iron fittings to be cement lined in accordance with AWWA C104 and shall conform to AWWA C110 with a minimum working pressure of 250 psi. Except for the Coolidge System – See Note 4.i.

Maximum joint deflection for 6" mechanical joint ductile iron pipe is seven degrees, seven minutes (7°, 7') or twenty-seven inches (27") per eighteen-foot (18') length pipe, for a maximum curve of one hundred forty-five feet (145').

Maximum joint deflection for 8" and 12" mechanical joint ductile iron pipe is five degrees, twenty-one minutes (5° 21') or twenty inches (20") per eighteen-foot (18') length pipe, for a maximum curve of one hundred ninety-five feet (195').

Maximum joint deflection for 6", 8" and 12" push-on joint ductile iron pipe is five degrees (5°) or nineteen inches (19") per eighteen-foot (18') length pipe for a maximum curve of two hundred five feet (205').

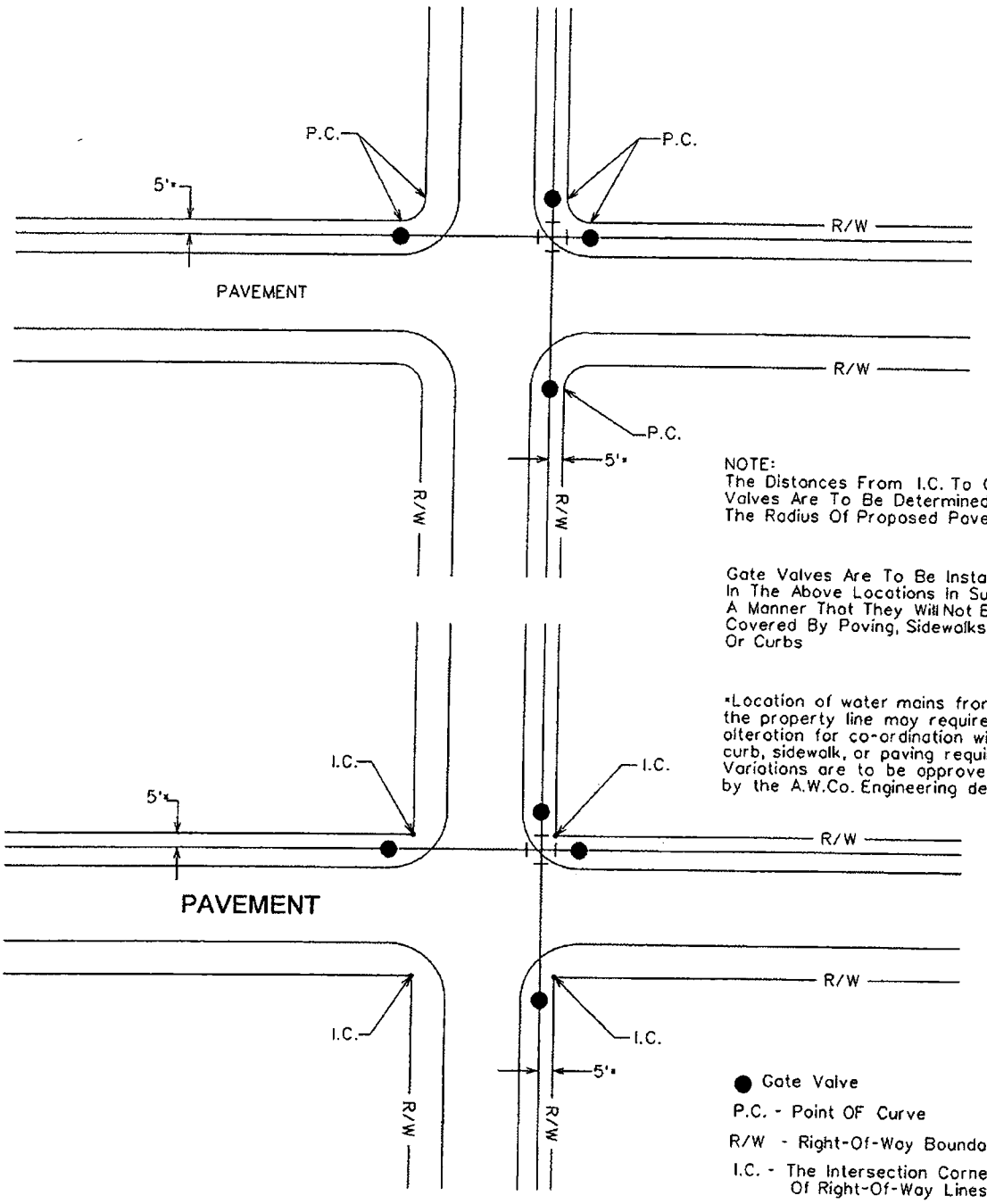
ARIZONA WATER COMPANY{PRIVATE}

STANDARD SPECIFICATION DRAWINGS: E-9-1

ARIZONA WATER COMPANY

STANDARD SPECIFICATION DRAWINGS - DUCTILE IRON

INDEX (E-9)



NOTE:
The Distances From I.C. To Gate Valves Are To Be Determined By The Radius Of Proposed Pavement.

Gate Valves Are To Be Installed In The Above Locations In Such A Manner That They Will Not Be Covered By Paving, Sidewalks, Or Curbs

*Location of water mains from the property line may require alteration for co-ordination with curb, sidewalk, or paving requirements. Variations are to be approved by the A.W.Co. Engineering dept.

● Gate Valve
P.C. - Point OF Curve
R/W - Right-Of-Way Boundary
I.C. - The Intersection Corner Of Right-Of-Way Lines

ARIZONA WATER COMPANY

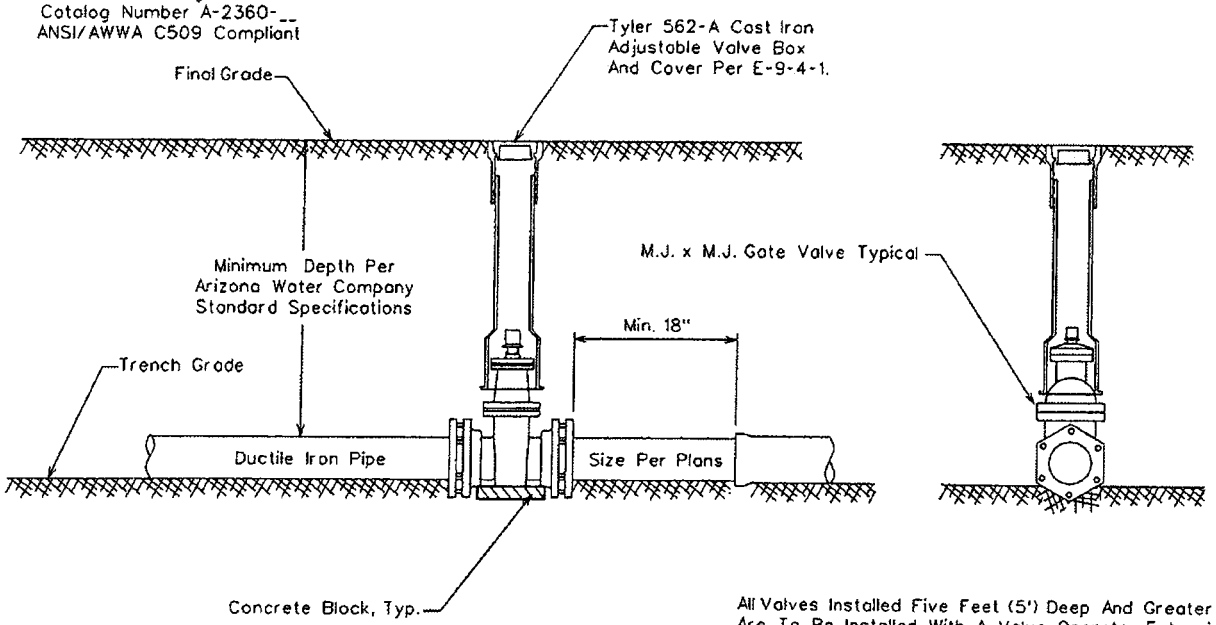
STANDARD SPECIFICATION
FOR THE INSTALLATION OF

TYPICAL GATE VALVE LOCATIONS

DRAWN BY:	APPROVED BY:	DATE:	△ 1/31/2001	E-9-1-1
CCO	M.W.	3/20/86		

FOR 6" THROUGH 24" GATE VALVES

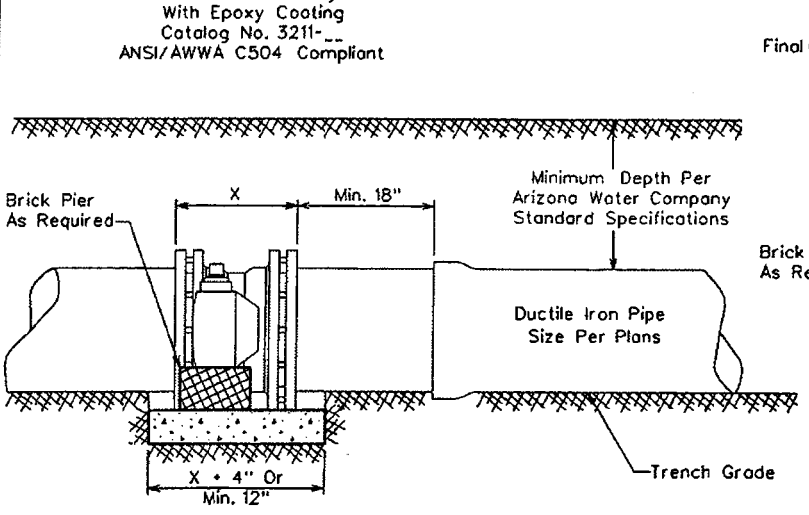
Mueller Resilient Wedge Gate Valves
Catalog Number A-2360-__
ANSI/AWWA C509 Compliant

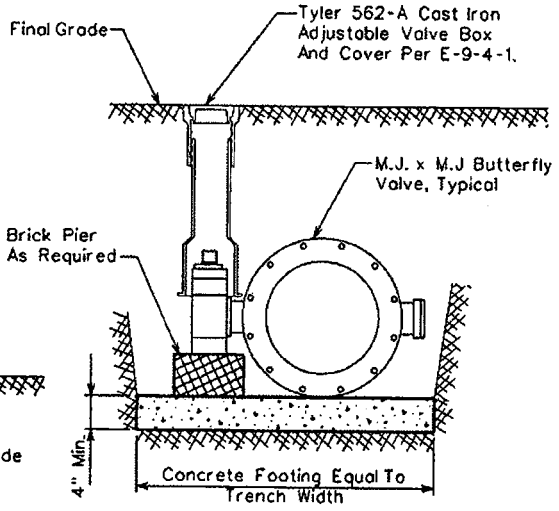


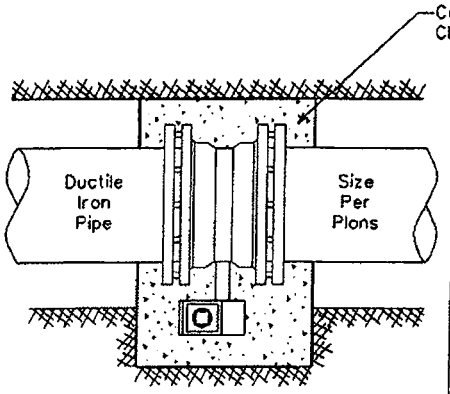
All Valves Installed Five Feet (5') Deep And Greater Are To Be Installed With A Valve Operator Extension, Mueller Catalog No. A-26441.

FOR 16" AND LARGER BUTTERFLY VALVES

Mueller Lineseal III Butterfly Valves
With Epoxy Coating
Catalog No. 3211-__
ANSI/AWWA C504 Compliant







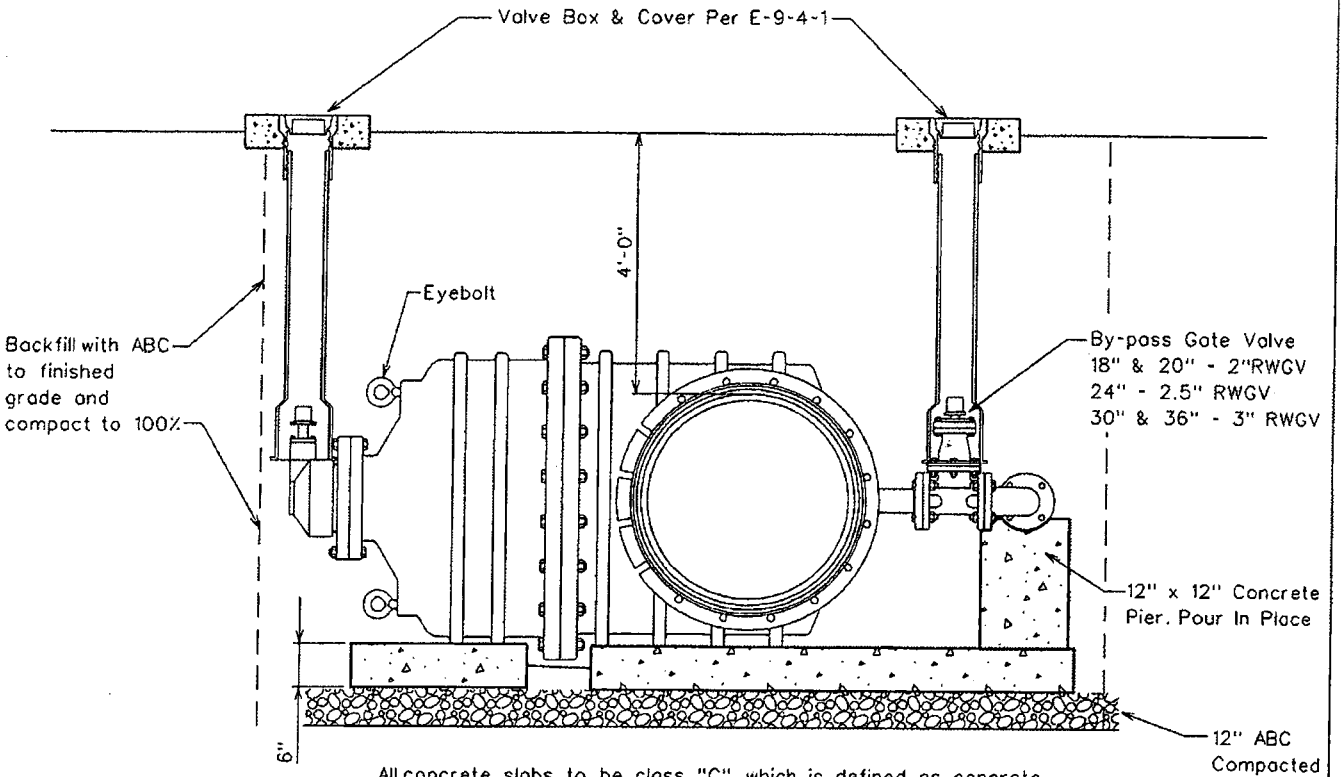
NOTE: All Flanges, Bolts, And Nuts Shall Be Kept Free Of Concrete

ARIZONA WATER COMPANY

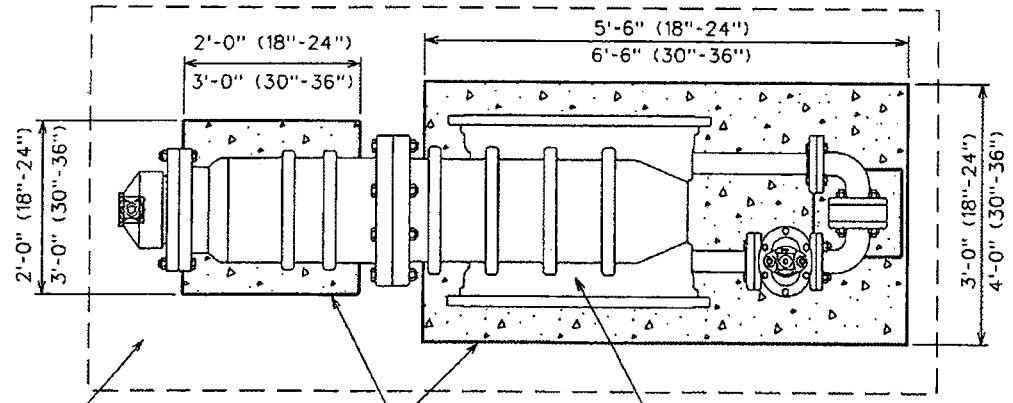
STANDARD SPECIFICATION
FOR THE INSTALLATION OF

TYPICAL GATE AND BUTTERFLY VALVES

DRAWN BY:	APPROVED BY:	DATE:	△ 01.25.2001	E-9-2-1
CB	MW	03.20.1986		



All concrete slabs to be class "C", which is defined as concrete whose minimum compressive strength at 14 days reaches 1600psi and at 28 days reaches 2000psi. per MAG Section 725, Table 725-1. Slabs to be formed and poured prior to valve installation.



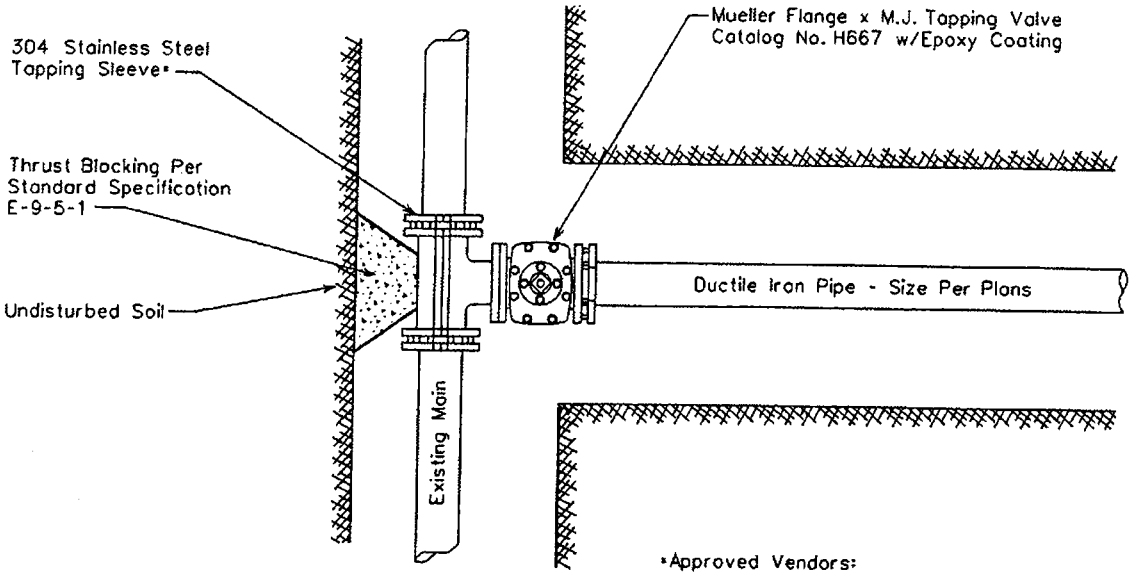
ARIZONA WATER COMPANY

STANDARD SPECIFICATION

FOR THE INSTALLATION OF

INSTALLATION OF BEVEL GEARED HORIZONTAL GATE VALVES WITH BY-PASS FOR 18" AND LARGER VALVES

DRAWN BY:	APPROVED BY:	DATE:	△	
CB		12.07.2004		E-9-2-2



*Approved Vendors:

Mueller, Catalog No. H304, 304 Stainless Steel

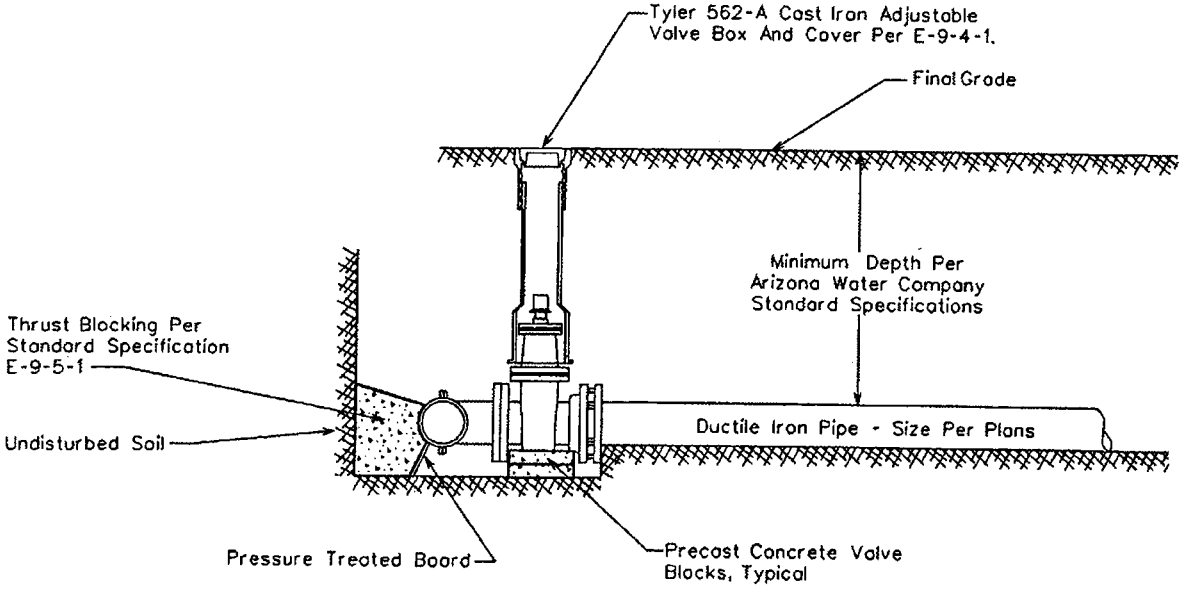
JCM, Model 432, 304 Stainless Steel

Romac, 'SST', 304 Stainless Steel

Cascade, 'CST-EX', 304 Stainless Steel

NOTE:

1. All flanges, bolts, and nuts shall be kept free of concrete.
2. Air pressure test the tapping sleeve before the live tap is made.



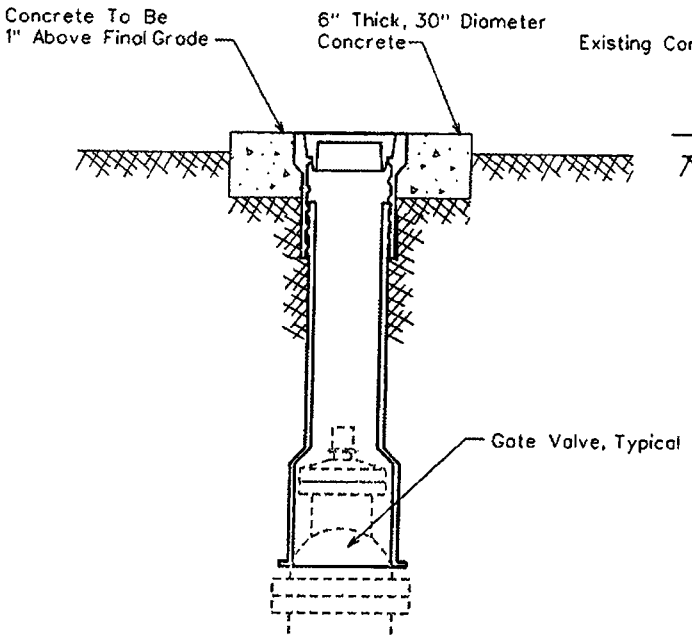
ARIZONA WATER COMPANY

STANDARD SPECIFICATION

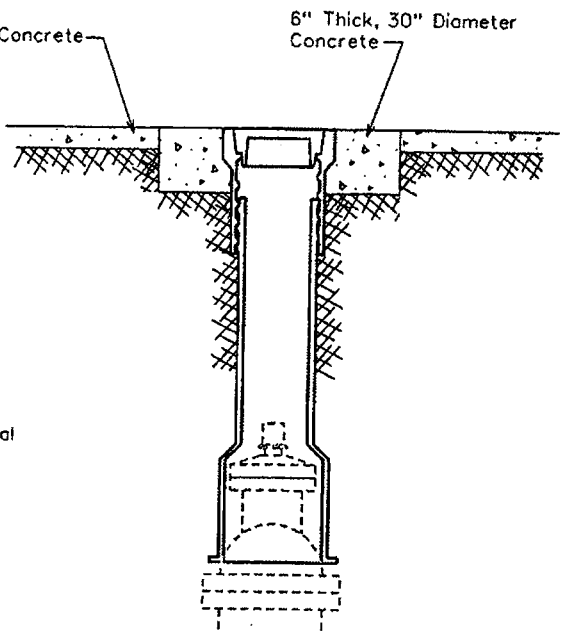
FOR THE INSTALLATION OF

TYPICAL TAPPING SLEEVE AND VALVE

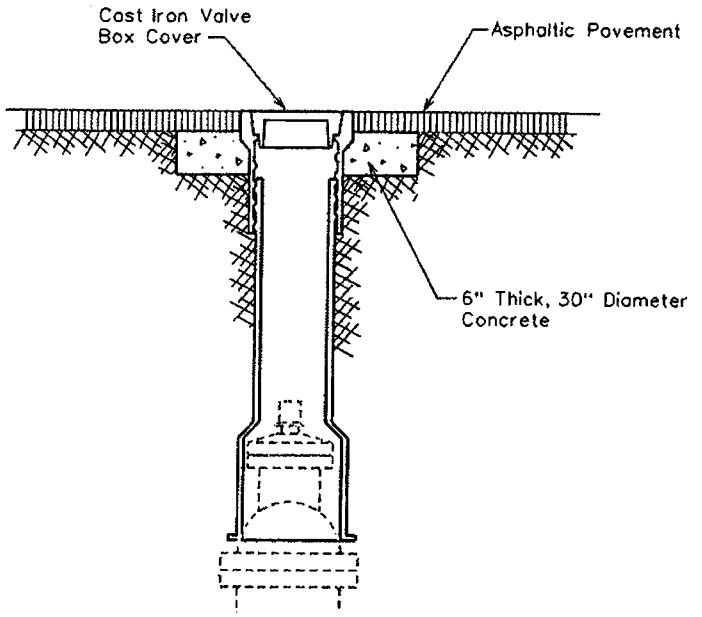
DRAWN BY:	APPROVED BY:	DATE:	△ 01.26.2001	E-9-3-1
CB	MW	03.20.1986		



NON-VEHICULAR VALVE BOX



CONCRETE VALVE BOX



ASPHALT VALVE BOX

NOTE:

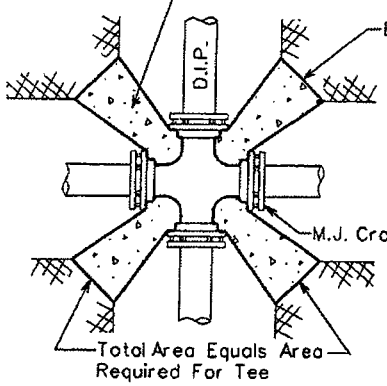
1. The Valve Box Shall Be Adjusted To Finished Grade Prior To Placing Of Asphalt And Concrete.
2. Use Tyler/Union 562-A, Two-Piece, 6855 Series Or Equivalent Adjustable Cast Iron Valve Box And Cover.
3. All Valves Installed Five Feet (5') Deep And Greater Are To Be Installed With A Valve Operator Extension, Mueller Catalog No. A-26441
4. Use Minimum Class 'C' Concrete which is defined as concrete whose minimum compressive strength at 14 days reaches 1600psi and at 28 days reaches 2000psi. per MAG Section 725, Table 725-1.

ARIZONA WATER COMPANY

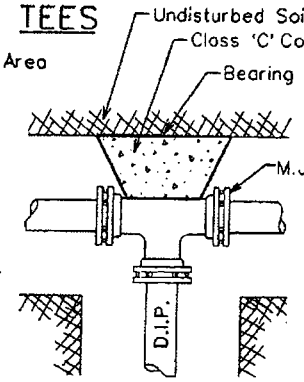
STANDARD SPECIFICATION
FOR THE INSTALLATION OF
TYPICAL VALVE SUBJECT TO NON-VEHICULAR AND VEHICULAR TRAFFIC

DRAWN BY:	APPROVED BY:	DATE:	△ 5.27.2005	E-9-4-1
CB	MW	03.20.1986		

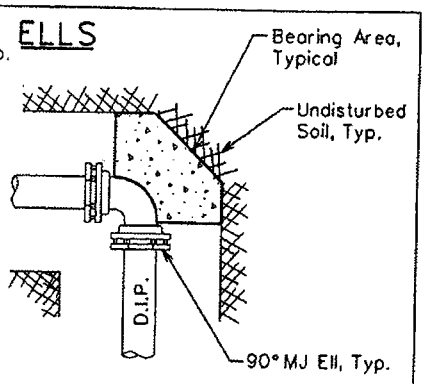
CROSSES

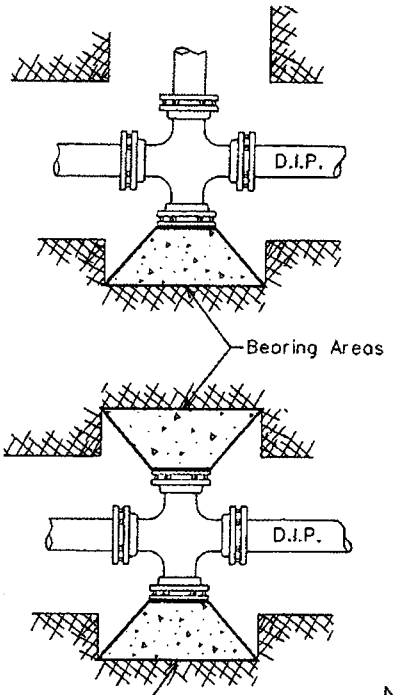


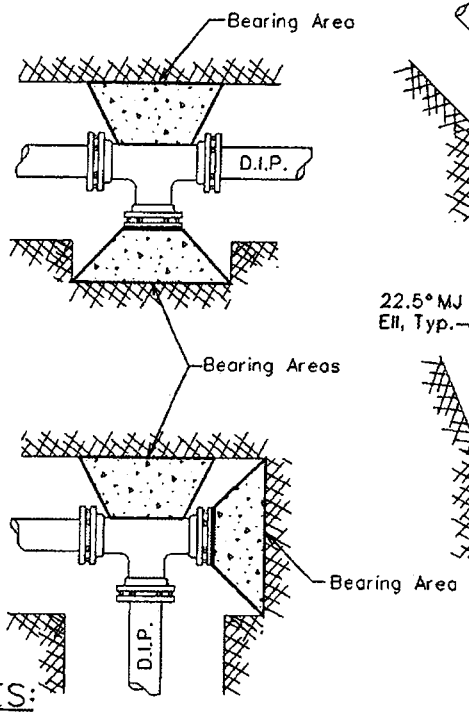
TEES

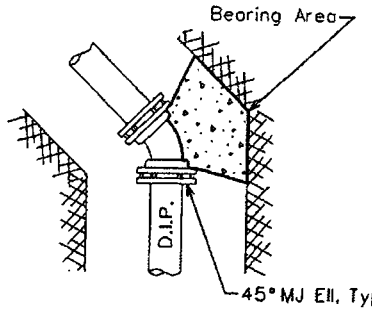


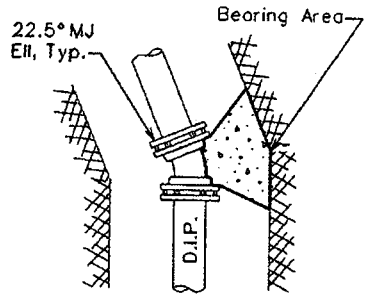
ELLS

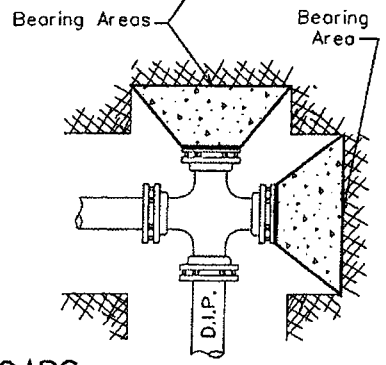




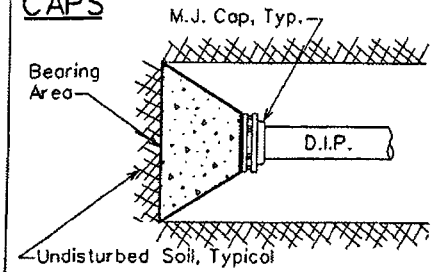






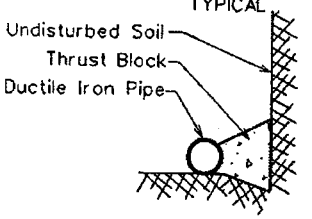


CAPS



CROSS SECTION

TYPICAL



NOTES:

1. Use minimum Class 'C' concrete, which is defined as concrete whose minimum compressive strength at 14 days reaches 1600psi and at 28 days reaches 2000psi, per MAG Section 725, Table 725-1.
2. Thrust blocks are to bear on undisturbed earth with minimum bearing area as shown. If not undisturbed, areas will be increased as required.
3. Place the pressure treated form board in front of all plugs before pouring thrust blocks.
4. Form all non-bearing areas to prevent any concrete from entering any joint.
5. All flanges, bolts and nuts shall be kept free of concrete.
6. Center the bearing area on the pipe centerline and force line.
7. All pipe fittings to be wrapped with polyethylene pipe wrap prior to thrust block installation. (where applicable)

THRUST BLOCK SCHEDULE

PIPE SIZE	TEE, 45°, AND 22.5° ELLS, & PLUGS	90° ELLS
6" And Under	4 Sq.Ft.	6 Sq.Ft.
8"	6 Sq.Ft.	9 Sq.Ft.
12"	13 Sq.Ft.	20 Sq.Ft.
16"	23 Sq.Ft.	32 Sq.Ft.
18" And Larger	Calculated Per Project	

STANDARD SPECIFICATION

FOR THE INSTALLATION OF

TYPICAL THRUST BLOCKING SCHEDULE

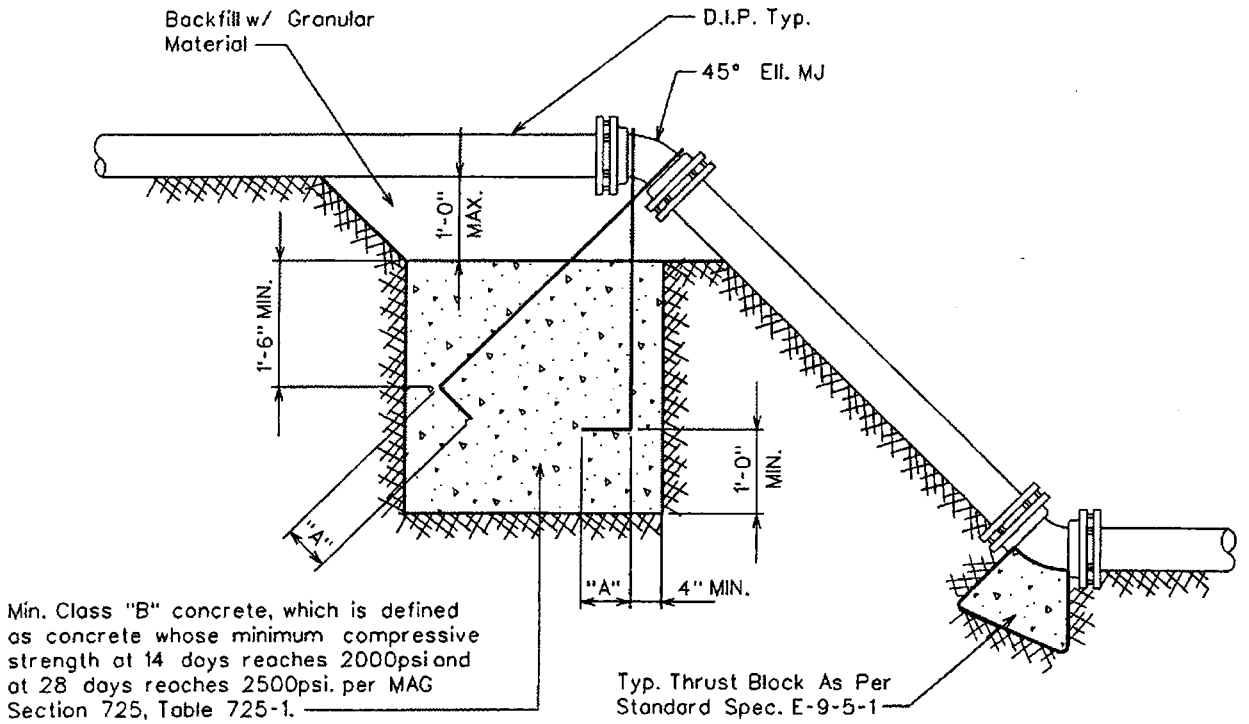
DRAWN BY:	APPROVED BY:	DATE:	△ 05.27.2005	E-9-5-1
CB	MW	03.20.1986		

NOTES

1. Bars In Conc. Thrust Block To Be Coated w/ 2 Coats Coal Tar Epoxy or by Other Approved Method.
2. Bars To Have 90° Hook @ Their Ends, As Per Table Below.

Pipe Size	Min. Bar Size	"A" Dimension (Hook)	* Min. Block Dimension (WxHxL)
6"	#6	6"	3'x3'x3'
8"	#6	9"	4'x3'x4'
12"	#8	9"	5'x4'x5'
16"	#9	12"	7'x6'x7'

* For 125 P.S.I. Working Pressure

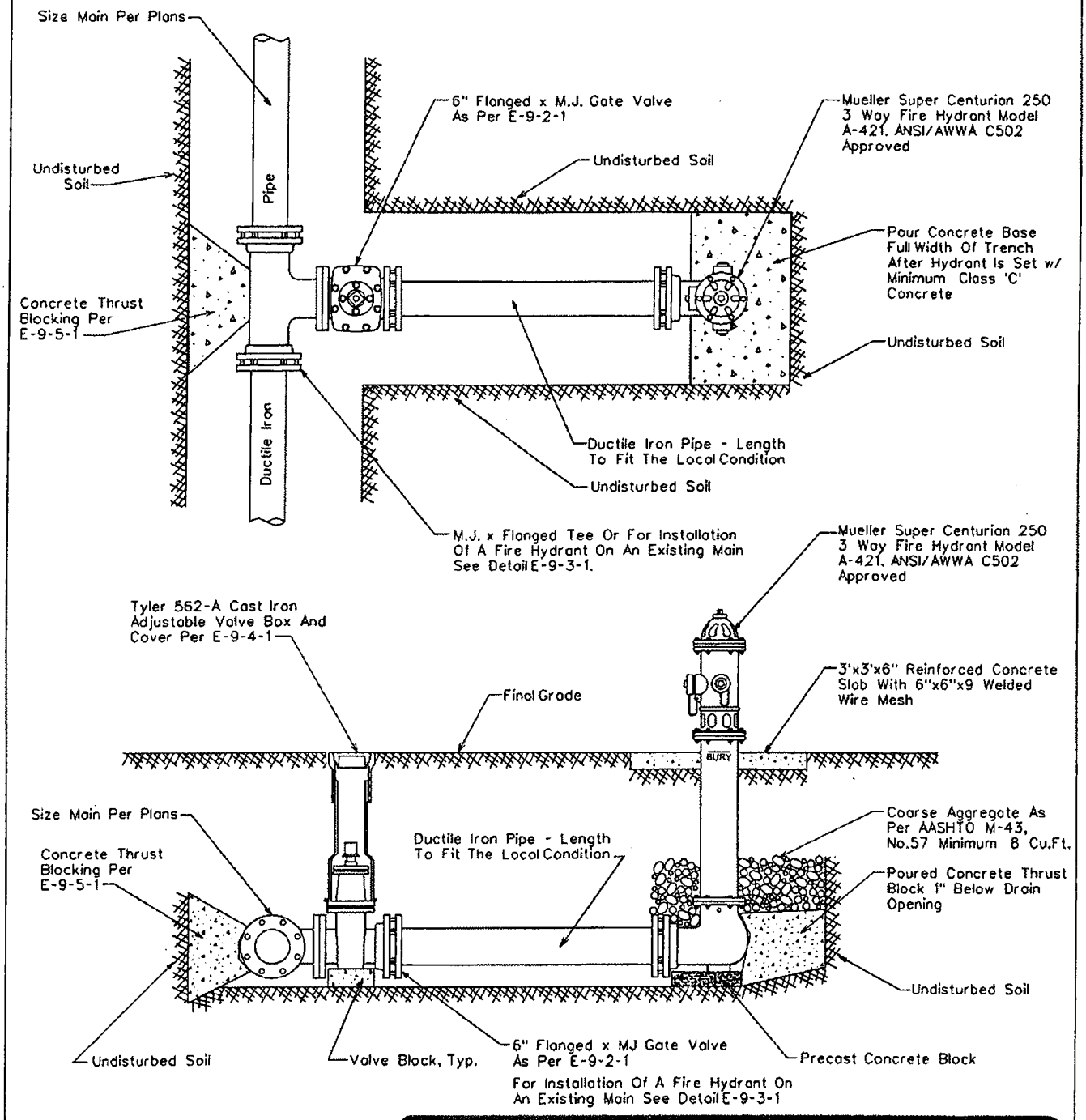


ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

THRUST BLOCK FOR VERTICAL BENDS

DRAWN BY:	APPROVED BY:	DATE:	△	
JPK	MJW	7-5-96		E-9-5-2



NOTE: All Flanges, Bolts, Nuts and Drain Holes Shall Be Kept Free Of Concrete

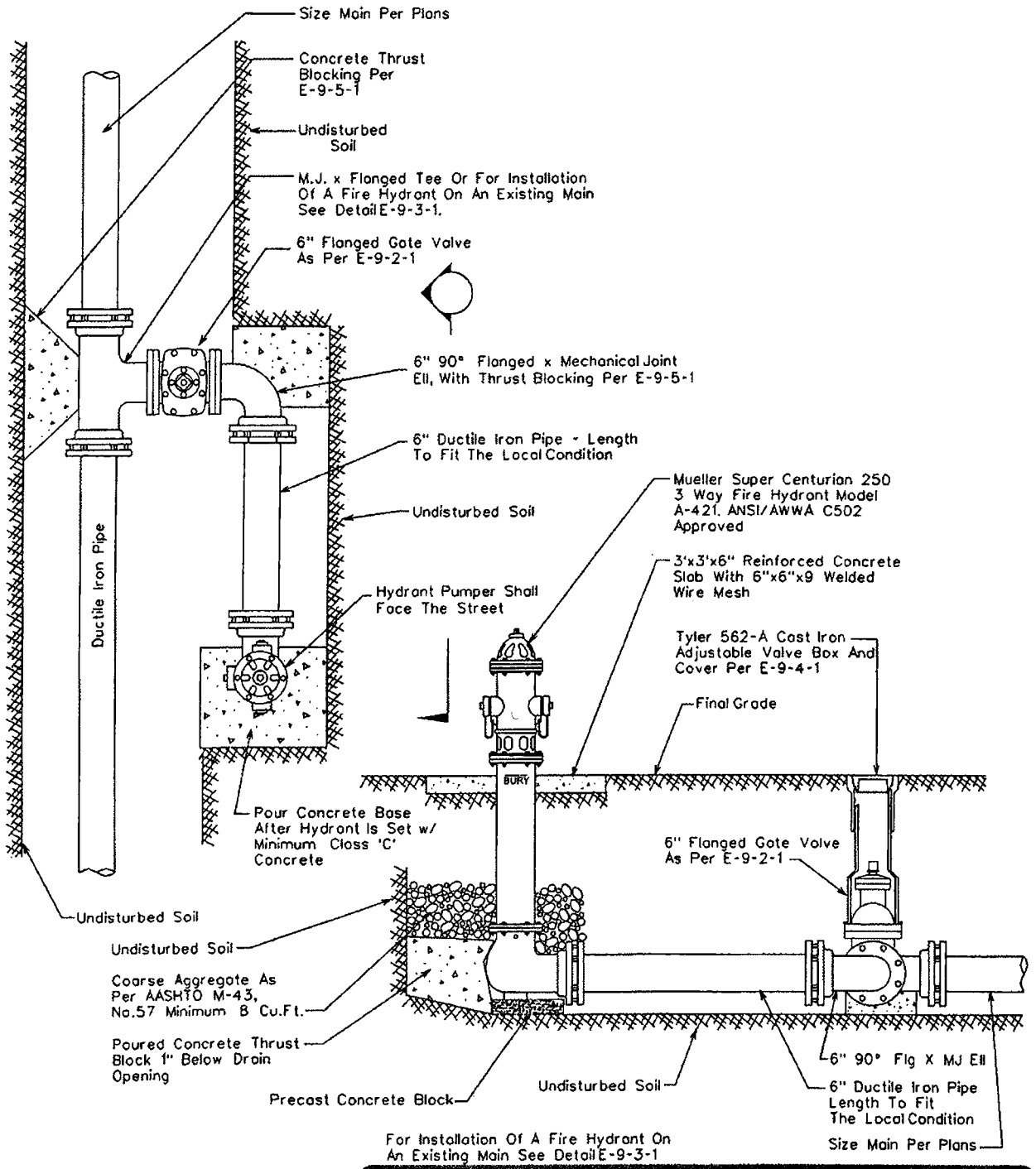
ARIZONA WATER COMPANY

STANDARD SPECIFICATION

FOR THE INSTALLATION OF

TYPICAL PERPENDICULAR FIRE HYDRANT

DRAWN BY:	APPROVED BY:	DATE:	△ 01.24.2001	E-9-6-1
CB	MW	1-28-91		



NOTE: All Flanges, Bolts, Nuts And Drain Holes Shall Be Kept Free Of Concrete.

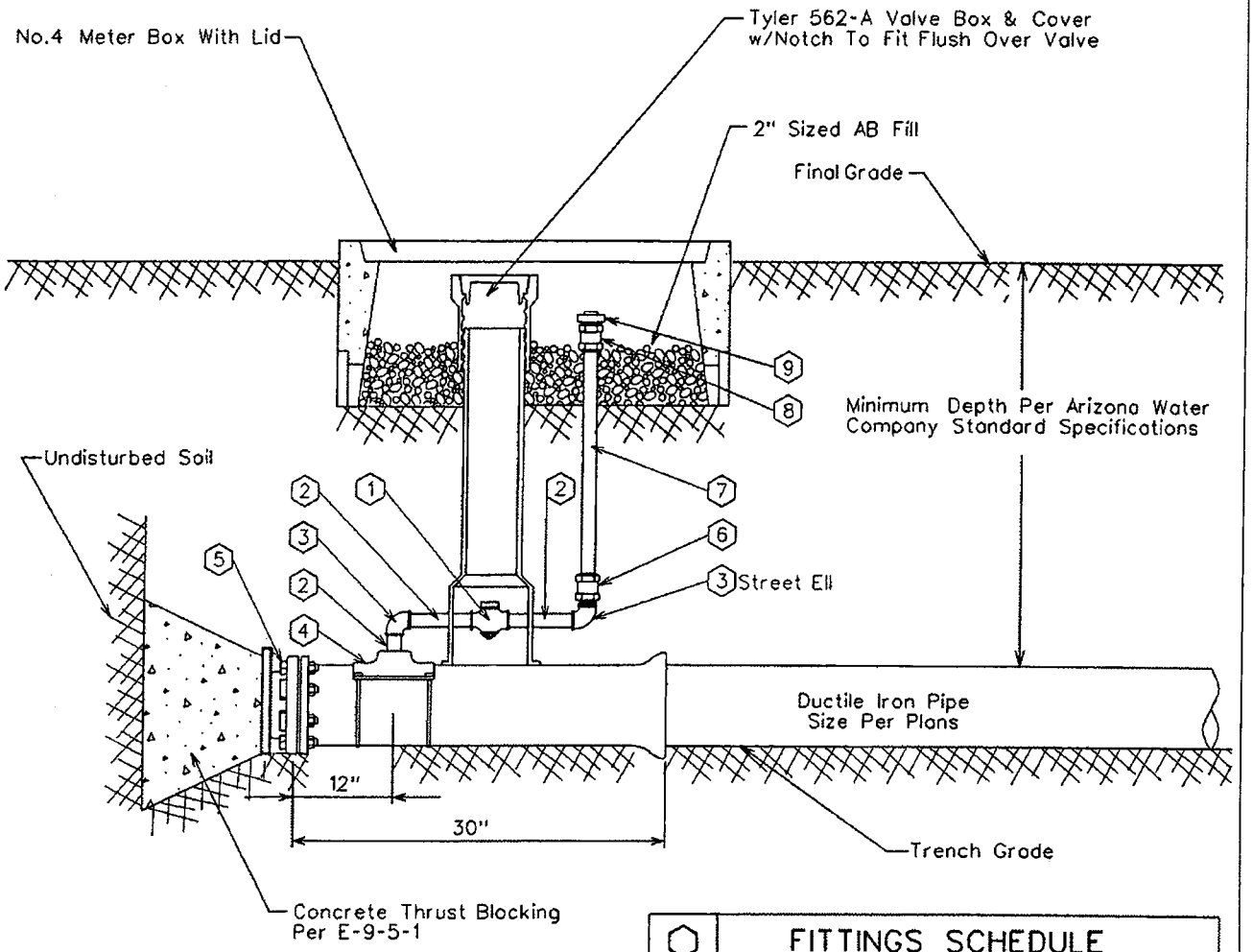
ARIZONA WATER COMPANY

STANDARD SPECIFICATION

FOR THE INSTALLATION OF

TYPICAL PARALLEL FIRE HYDRANT

DRAWN BY:	APPROVED BY:	DATE:	△	
JW	MW	03.20.1986	5/19/04	E-9-7-1



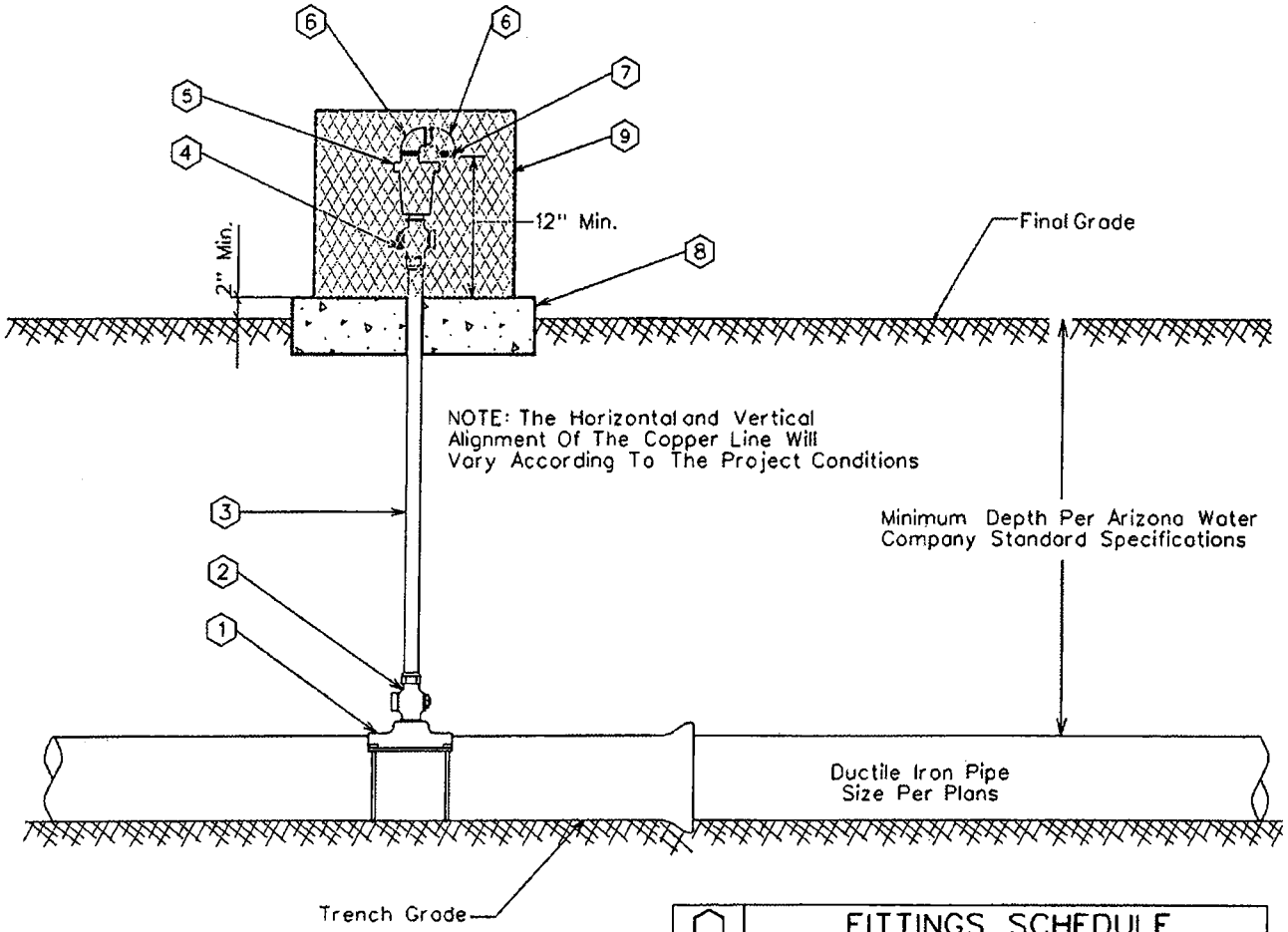
⬡	FITTINGS SCHEDULE
1.	2" Mueller 300 Ball Curb Valve B-20283 FIP x FIP W/ 2" Mueller Brass Square Wrench Nut Adapter B-20299
2.	2" Brass Nipple - Length To Fit Field Conditions
3.	2" Brass 90° Elbow, IPST
4.	Mueller Double Strap Bronze Service Saddle - BR2B
5.	M.J. Plug - Megalug Restraints May Be Required
6.	2" Straight Coupling CC x FIP H-15451
7.	2" Copper Pipe
8.	2" Straight Coupling CC x MIP H-15428
9.	2" Square Head Plug, MIP

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

2" BLOWOFF ASSEMBLY

DRAWN BY:	APPROVED BY:	DATE:	△	
CB	MW	03.20.1986	△ 03.21.2006	E-9-8-1



⬡	FITTINGS SCHEDULE
1.	Mueller BR28 Bronze Service Saddle - Double Strap
2.	1" Mueller B-25008 Taper x Comp. Ball Corp Stop
3.	1" Type 'K' Copper w/NO Splices - Field Fit
4.	1" Mueller B-25028 IP x Comp. Ball Corp Stop
5.	Crispin 1" Air Release Valve, Model AR10
6.	½" Brass Street Elbow
7.	No.16 Wire Mesh Screen (Non-Corrodible)
8.	4" Thick Concrete Pad - Class 'C' Concrete
9.	Guardshack, Model GS-1, Available From BPDI, Inc. Available In Leaf Green Or Desert Tan

GENERAL NOTES:

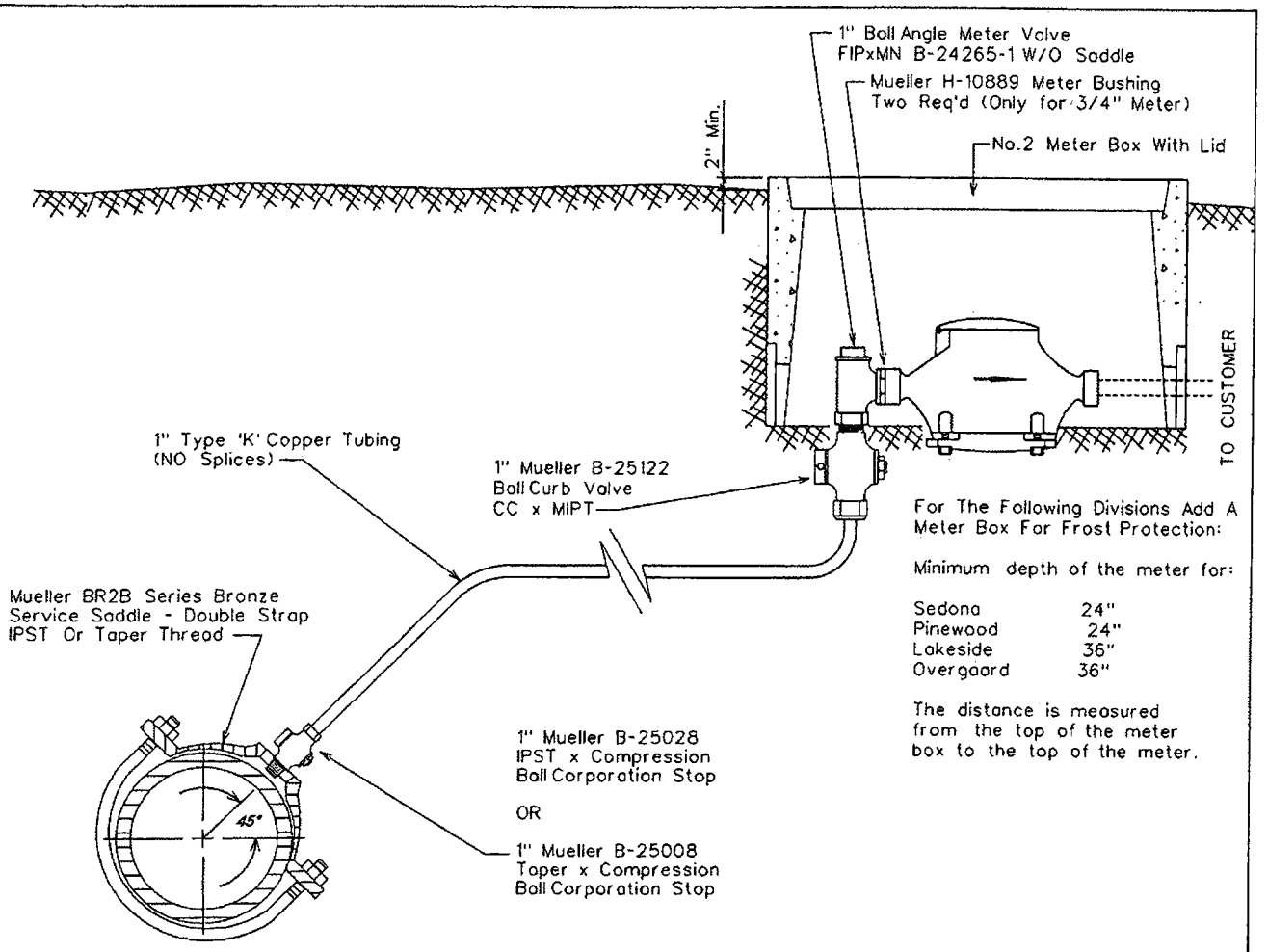
1. The valve shall be installed at high points and on long runs to vent the accumulation of air with the line under pressure- see the construction plans for specific locations.
2. The valve shall have a 5/64" orifice with valve sealing faces of stainless steel and BUNA-N rubber.
3. The valve shall be Crispin model AR10 for 6" and larger water mains.
4. Crispin model AR10 valve construction consists of a 1" IPST inlet & ½" IPST outlet, cast iron body and top flange with stainless steel float and trim.
5. The air release assembly shall be located out of the path of traffic but within right-of-way or easement.

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

TYPICAL AIR RELEASE VALVE

DRAWN BY:	APPROVED BY:	DATE:		
CB	MW	03.20.1997	△04.30.2003	E-9-8-2



For The Following Divisions Add A Meter Box For Frost Protection:

Minimum depth of the meter for:

Sedona	24"
Pinewood	24"
Lakeside	36"
Overgaard	36"

The distance is measured from the top of the meter box to the top of the meter.

SADDLE TAP TO CA, PVC, OR DI PIPE

NOTE: The minimum distance between taps on mains other than ductile iron is 12"

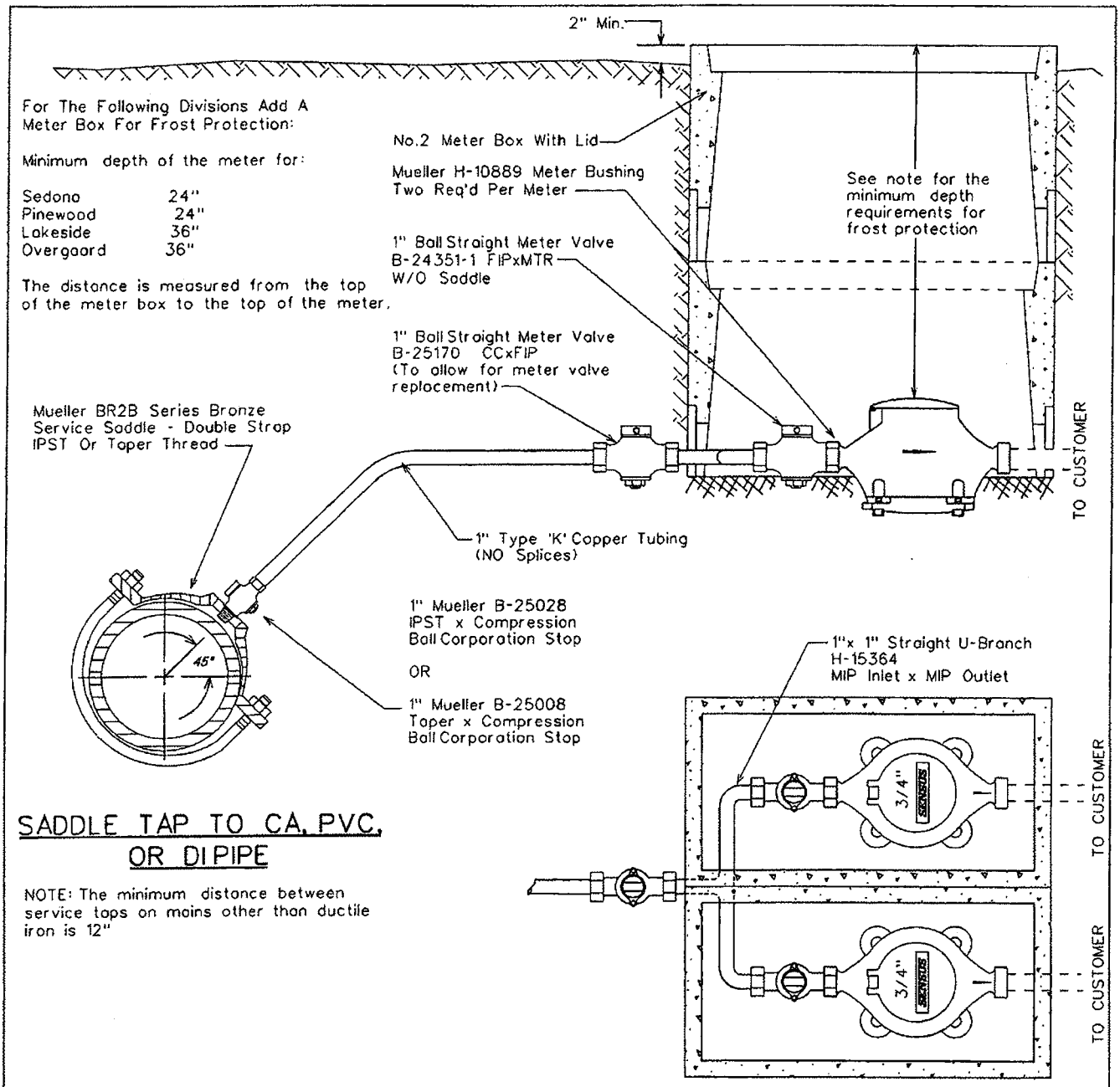
NOTE:
Only the meter is supplied by Arizona Water Company

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

SINGLE SERVICE CONNECTION FOR A 3/4" OR 1" METER

DRAWN BY:	APPROVED BY:	DATE:	△ 03.17.2006	E-9-9-1
CCO	M.W.	3/20/86		



SADDLE TAP TO CA, PVC, OR DI PIPE

NOTE: The minimum distance between service taps on mains other than ductile iron is 12"

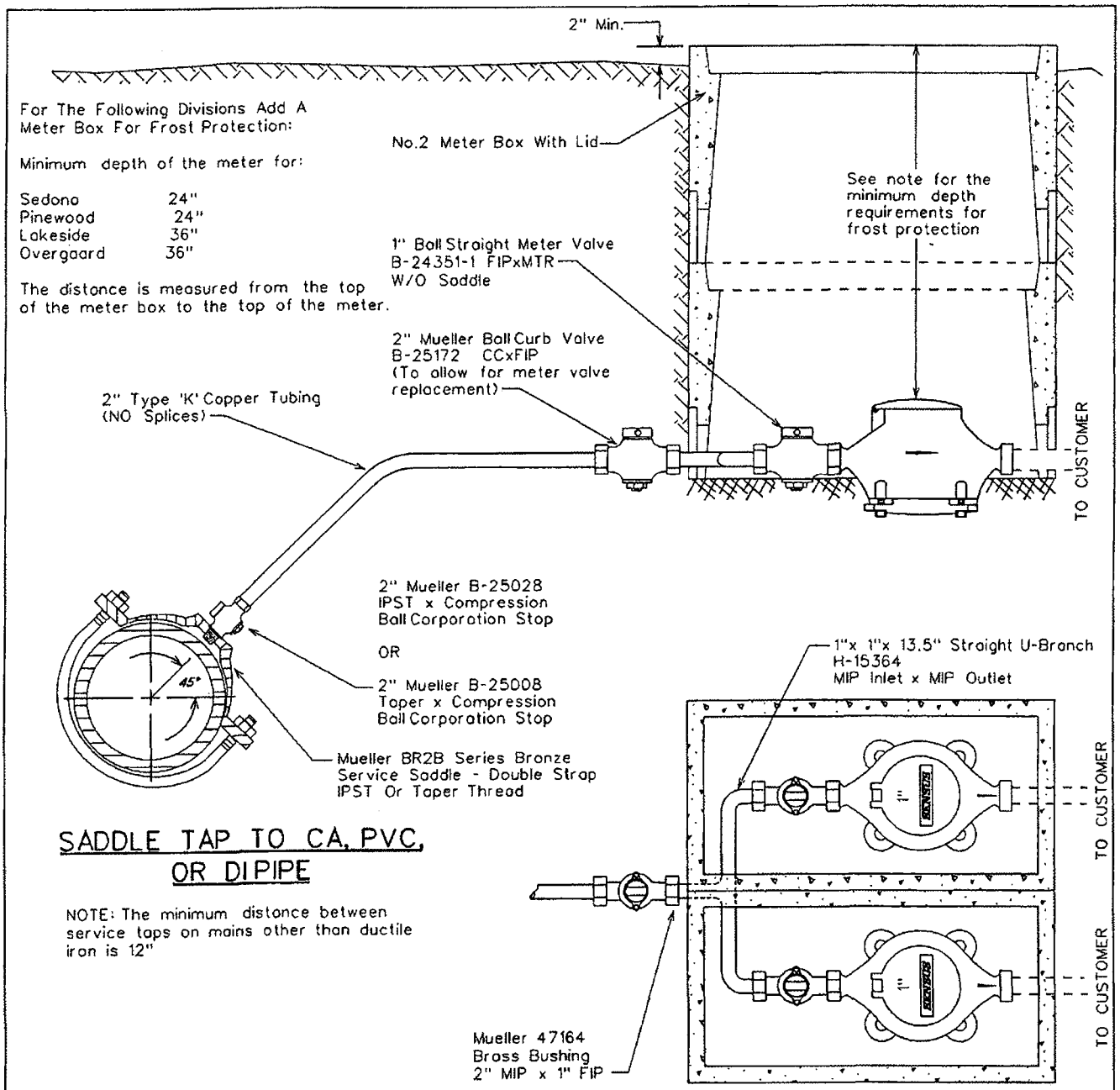
NOTE:
Only the meter is supplied by Arizona Water Company

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

DOUBLE SERVICE CONNECTION FOR 3/4" METERS

DRAWN BY:	APPROVED BY:	DATE:	△ 03.17.2006	E-9-10-1
CCO	M.W.	3-20-86		



SADDLE TAP TO CA, PVC, OR DIPIPE

NOTE: The minimum distance between service taps on mains other than ductile iron is 12"

NOTE: THE LENGTH OF SERVICE IS LIMITED TO COMMERICIALLY AVAILABLE ROLLS, TYPICALLY 60 FEET

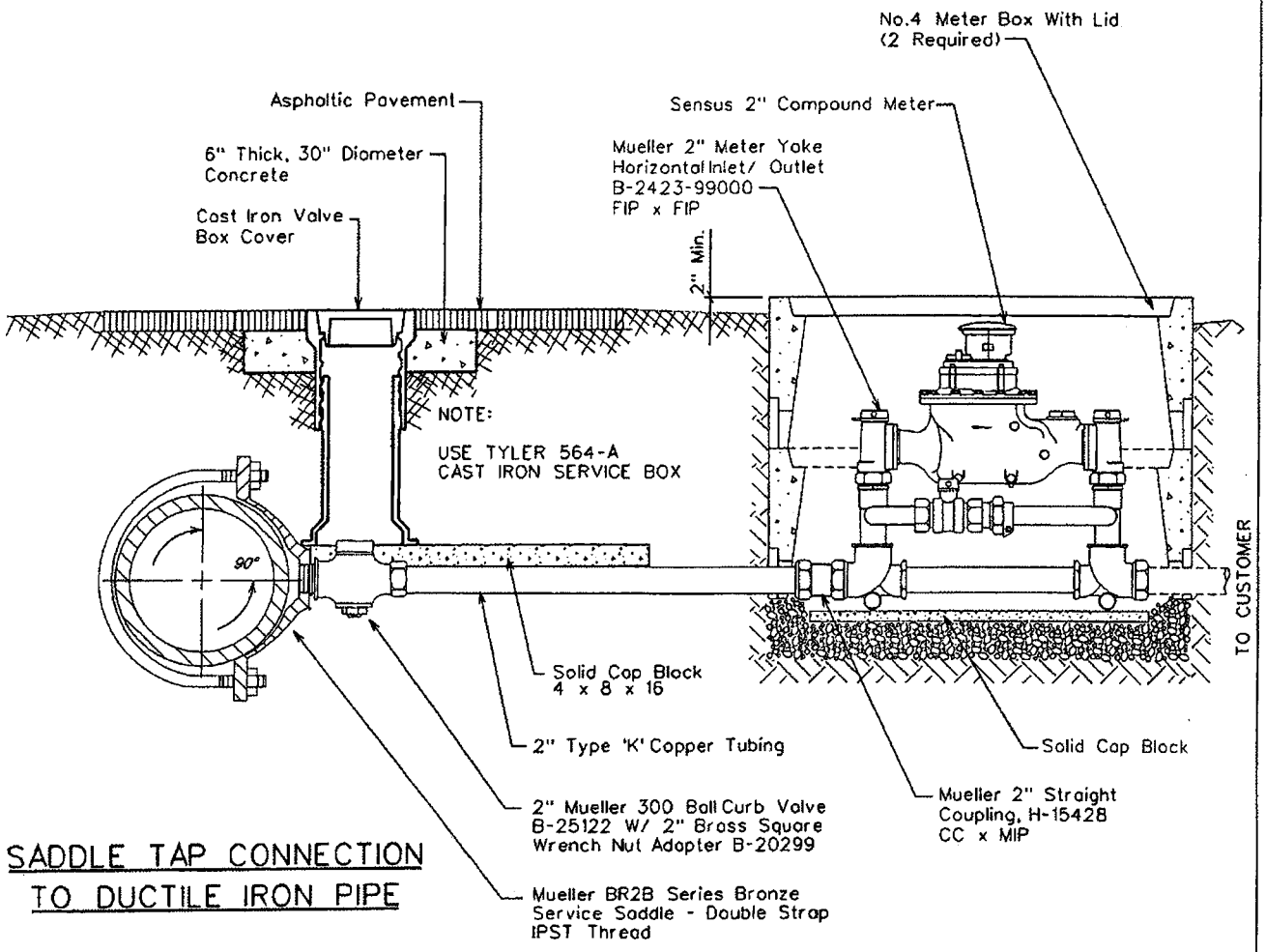
NOTE:
Only the meter is supplied by Arizona Water Company

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

DOUBLE SERVICE CONNECTION FOR 1" METERS

DRAWN BY:	APPROVED BY:	DATE:	△	E-9-10-2
CB	M.W.	03.17.2006		



SADDLE TAP CONNECTION TO DUCTILE IRON PIPE

NOTE:

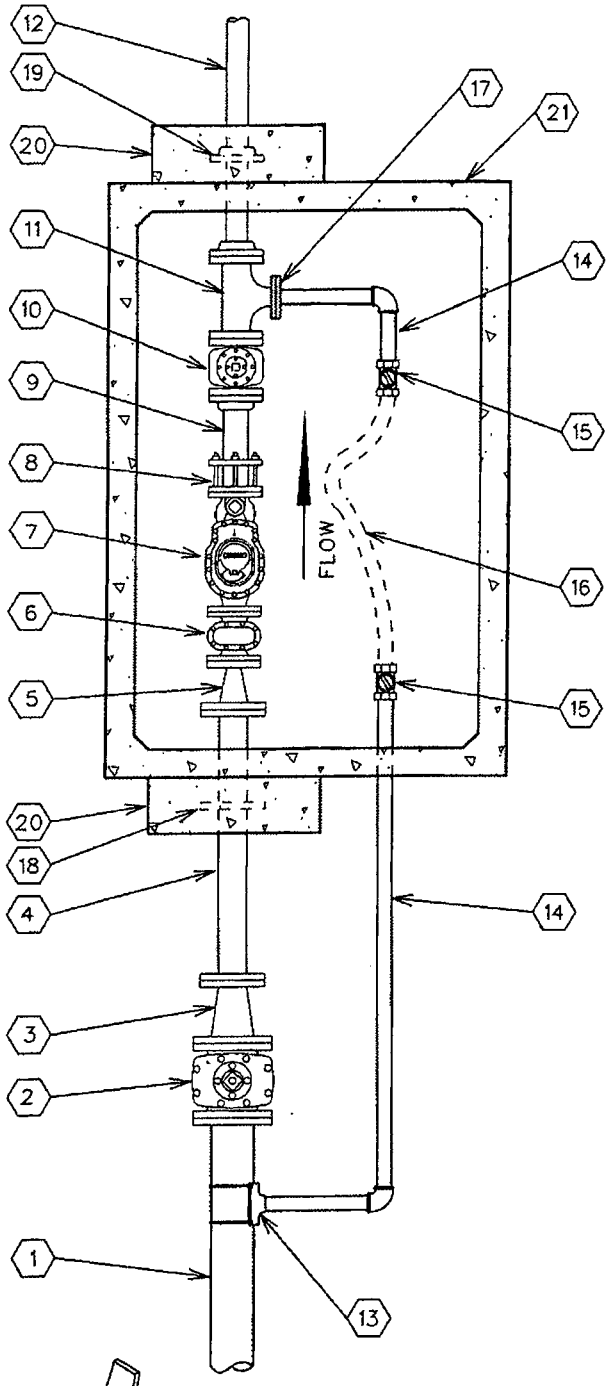
Only the meter is supplied by Arizona Water Company

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

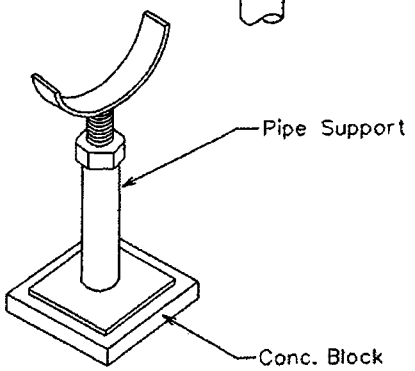
TYPICAL 2" SERVICE CONNECTIONS

DRAWN BY:	APPROVED BY:	DATE:	△ 03.21.2006	E-9-11-1
JW	M.W.	3/20/86		



No.	FITTINGS SCHEDULE
1.	6" D.I.P.
2.	6" G.V.B.&C. mj x flng
3.	6"x4" Reducer flng x mj
4.	4"x3'-0" D.I.P. Spool flng x pe
5.	4" x 3" Reducer flng
6.	3" Strainer
7.	3" Compound Meter
8.	3" F.C.A.
9.	3"x1'-0" Sched. 40 Stl. Spool flng x pe
10.	3" Gate Valve flng
11.	3"x2" Tee flng
12.	3"x4'-0" Sched. 40 Stl. Spool flng x pe
13.	6"x2" Tapping Saddle
14.	2" Copper Pipe
15.	2" Ball Valve / Locking (Normally Closed)
16.	2" Temporary Bypass Hose (See Note 6)
17.	2" Companion Flange
18.	4" Megalug
19.	3" Slip-On Welding Flange
20.	24"x24"x8" Conc. Thrust Block P.I.P.
21.	575-LA Conc. Vault

NOTE:
1. Use Rowley pipe supports or equivalent as needed (See detail below).
2. Pipe support locations to be determined by field personnel.
3. All Sched. 40 Stl. pipe outside of vault to be wrapped w/10-20 Mil. Scotchwrap corrosion protection tape.
4. All mechanical joint fittings are to be megalugged.
5. Use deflection fittings (45° Ells.) to achieve necessary depths & cover as shown on the standard specification for the installation of a concrete vault (E-9-12-5).
6. Temporary Bypass Hose Is To Be Installed During Meter Change-Out & Removed Upon Completion Of Meter Change-Out

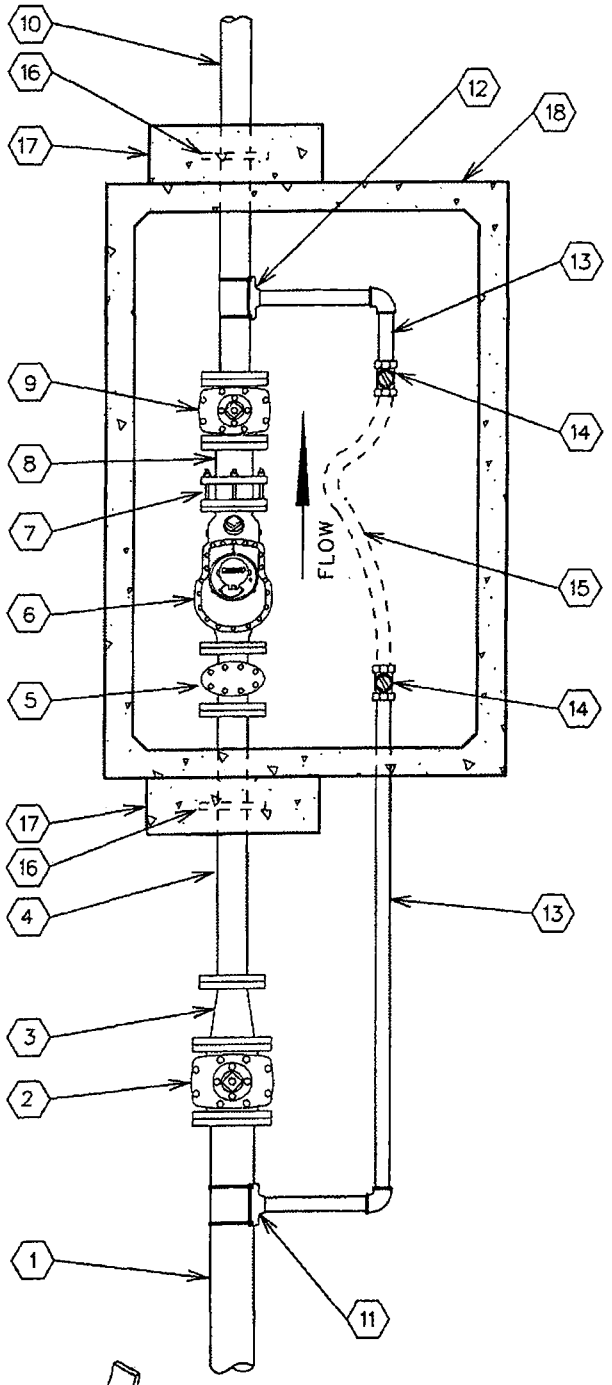


ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

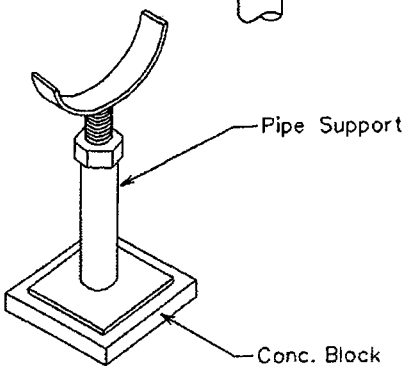
3" COMPOUND METER

DRAWN BY:	APPROVED BY:	DATE:	△ 2/7/2001	E-9-12-1
CCO	MW	10/5/1993		



No.	FITTINGS SCHEDULE
1.	6" D.I.P.
2.	6" G.V.B.&C. mj x flng
3.	6"x4" Reducer flng x mj
4.	4"x3'-0" D.I.P. Spool flng x pe
5.	4" Strainer
6.	4" Compound Meter
7.	4" F.C.A.
8.	4"x1'-0" D.I.P. Spool flng x pe
9.	4" Gate Valve flng
10.	4"x4'-0" D.I.P. Spool flng x pe
11.	6"x2" Tapping Saddle
12.	4"x2" Tapping Saddle
13.	2" Copper Pipe
14.	2" Ball Valve / Locking (Normally Closed)
15.	2" Temporary Bypass Hose (See Note 6)
16.	4" Megalug
17.	24"x24"x8" Conc. Thrust Block P.I.P.
18.	575-LA Conc. Vault

NOTE:
1. Use Rowley pipe supports or equivalent as needed (See detail below).
2. Pipe support locations to be determined by field personnel.
3. All Sched. 40 Stl. pipe outside of vault to be wrapped w/10-20 Mil. Scotchwrap corrosion protection tape.
4. All mechanical joint fittings are to be megalugged.
5. Use deflection fittings (45° Ells.) to achieve necessary depths & cover as shown on the standard specification for the installation of a concrete vault (E-9-12-5).
6. Temporary Bypass Hose is To Be Installed During Meter Change-Out & Removed Upon Completion Of Meter Change-Out

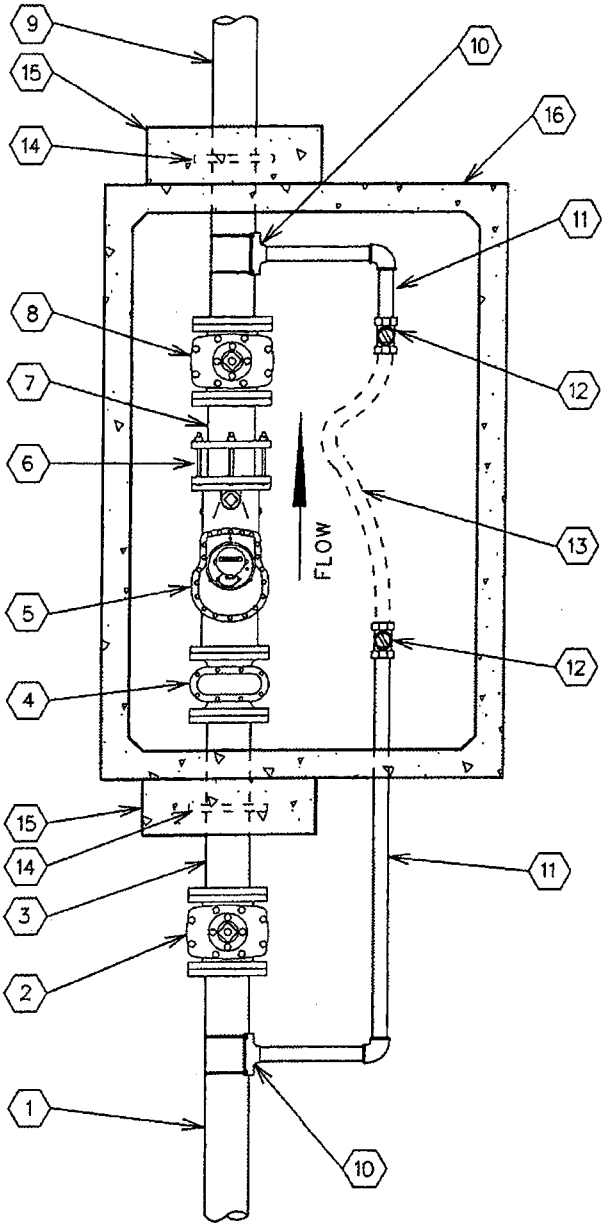


ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

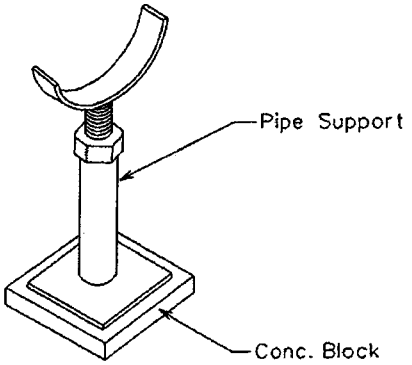
4" COMPOUND METER

DRAWN BY:	APPROVED BY:	DATE:	△ 2/7/2001	E-9-12-2
CCO	MW	10/5/1993		



No.	FITTINGS SCHEDULE
1.	6" D.I.P.
2.	6" G.V.B.&C. mj
3.	6"x 3'-0" D.I.P. Spool flng x pe
4.	6" Strainer
5.	6" Compound Meter
6.	6" F.C.A.
7.	6"x 1'-0" D.I.P. Spool flng x pe
8.	6" Gate Valve flng
9.	6"x 4'-0" D.I.P. Spool flng x pe
10.	6"x2" Tapping Saddle
11.	2" Copper Pipe
12.	2" Ball Valve / Locking (Normally Closed)
13.	2" Temporary Bypass Hose (See Note 6)
14.	6" Megalug
15.	24"x24"x8" Conc. Thrust Block P.I.P.
16.	575-LA Conc. Vault

NOTE:
1. Use Rowley pipe supports or equivalent as needed (See detail below).
2. Pipe support locations to be determined by field personnel.
3. All Sched. 40 Stl. pipe outside of vault to be wrapped w/10-20 Mil. Scotchwrap corrosion protection tape.
4. All mechanical joint fittings are to be megalugged.
5. Use deflection fittings (45° Ells.) to achieve necessary depths & cover as shown on the standard specification for the installation of a concrete vault (E-9-12-5).
6. Temporary Bypass Hose Is To Be Installed During Meter Change-Out & Removed Upon Completion Of Meter Change-Out

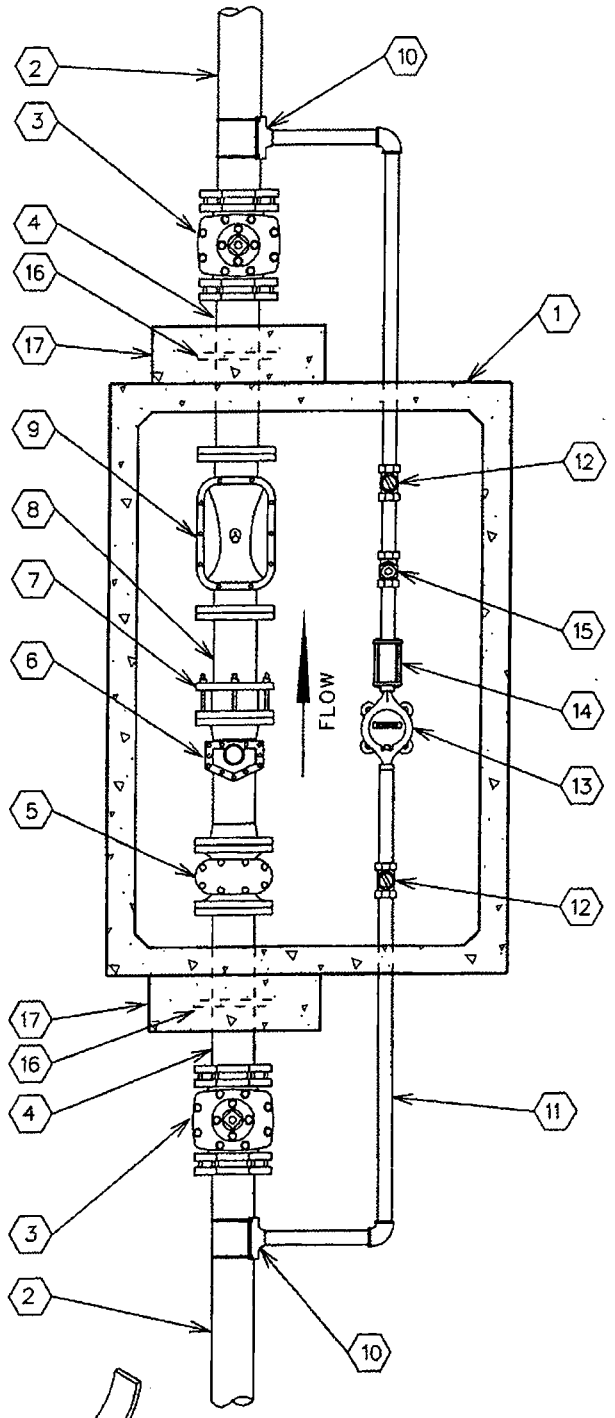


ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

6" COMPOUND METER

DRAWN BY:	APPROVED BY:	DATE:	△ 2/7/2001	E-9-12-3
CCO	MW	10/5/1993		

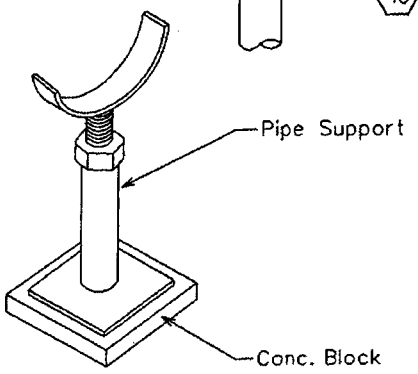


No.	FITTINGS SCHEDULE
1.	575-LA Conc. Vault
2.	6" D.I.P.
3.	6" G.V.B.&C. m.j.
4.	6" x 3'-0" D.I.P. SPool Piece flng x pe
5.	6" Strainer
6.	6" Turbo Meter
7.	6" F.C.A.
8.	6" x 2'-0" D.I.P. Spool Piece flng x pe (TRIM SPOOL PIECE TO 3x THE PIPE DIA.)
9.	6" Detector Check
10.	6"x*N" Tapping Saddle
11.	*N" Copper Pipe
12.	*N" Ball Valve (Locking)
13.	*N" Meter
14.	*N" Coup. Adapt.
15.	*N" Flapper Check Valve
16.	6" Megalug
17.	24"x24"x8" Conc. Thrust Block P.I.P.

*N - Size To Be determined By A.W.Co.

NOTE:

1. Use Rowley pipe supports or equivalent as needed (See detail below).
2. Pipe support locations to be determined by field personnel.
3. All Sched. 40 Stl. pipe outside of vault to be wrapped w/10-20 Mil. Scotchwrap corrosion protection tape.
4. All mechanical joint fittings are to be megalugged.
5. Use deflection fittings (45° Ells.) to achieve necessary depths & cover as shown on the standard specification for the installation of a concrete vault (E-9-12-5).
6. To change from 6" service to 4" service, change all listed 6" materials to 4" materials.

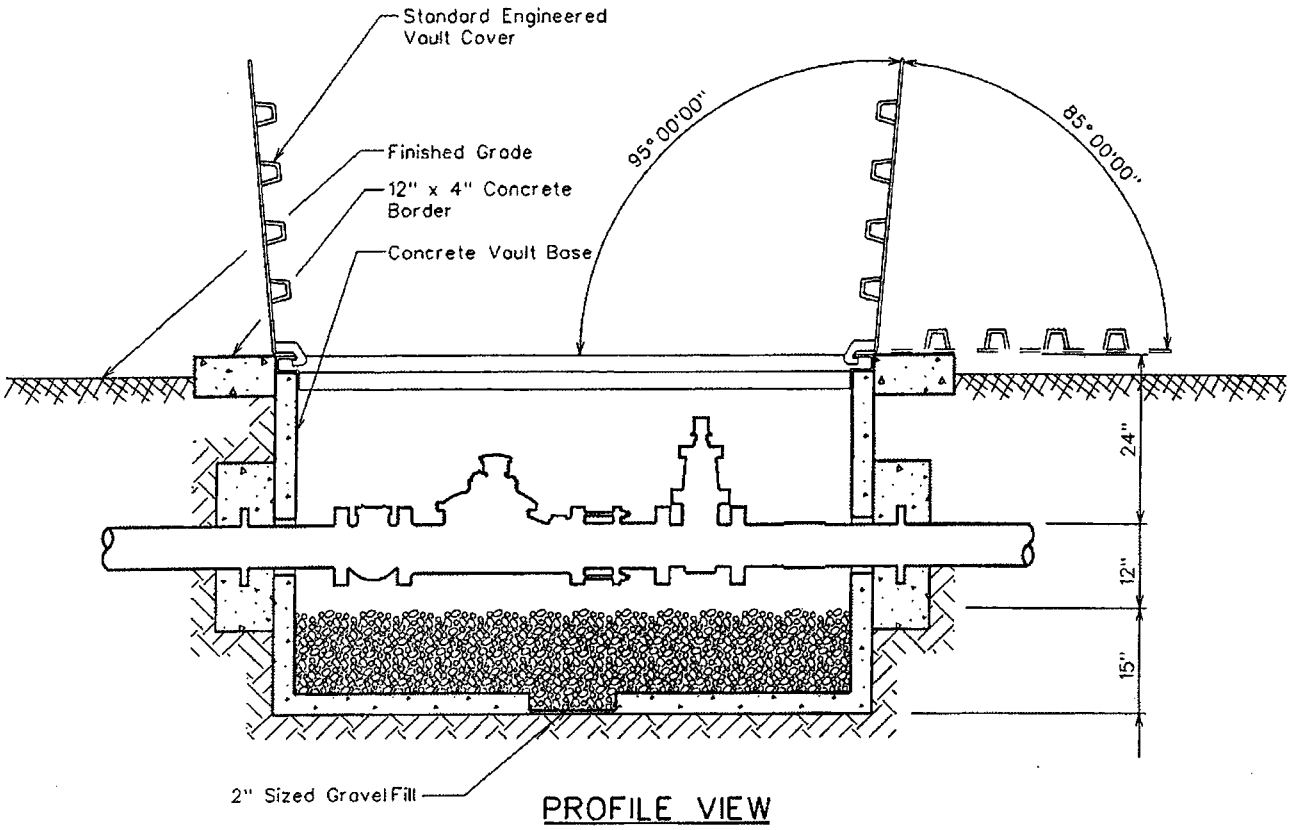


ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

6" COMPOUND SERVICE

DRAWN BY:	APPROVED BY:	DATE:	△ 1/15/2001	E-9-12-4
CCO	MW	10/05/1993		



PROFILE VIEW

CONCRETE VAULT & COVER SPECIFICATIONS

Vault - Base No. 575-BL
Cover - Standard Engineered Vault Cover
- .4874 Aluminum Diamond Plate Cover For Non-Traffic Loading Areas
  Or
- .4874 Galvanized Steel Diamond Plate Cover W/ H-20 Traffic Loading
- Double Torsion Spring Assisted Doors W/ Recessed Hasp & Safety Latches

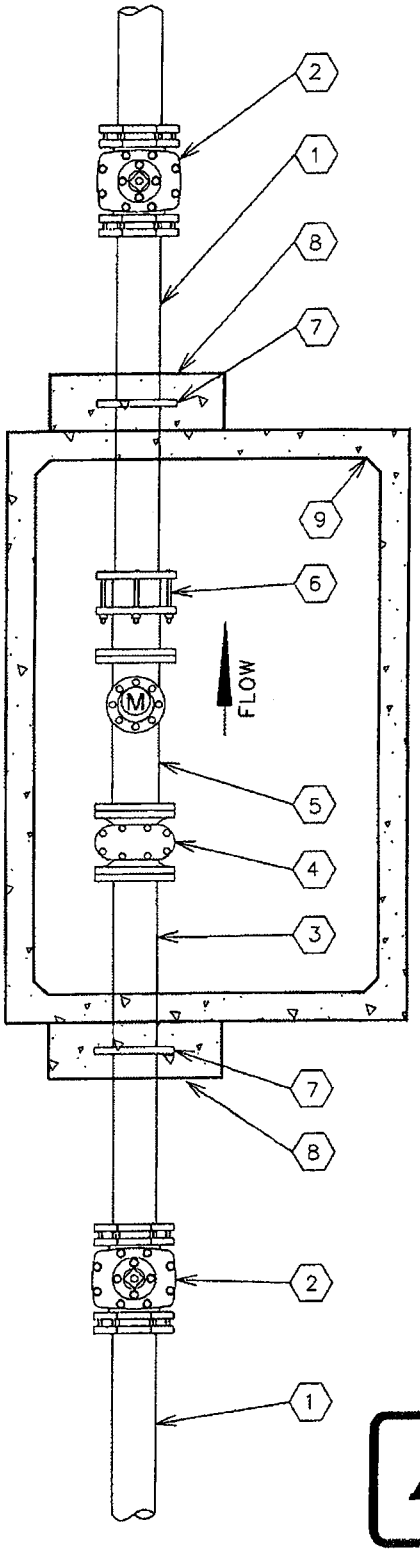
NOTES

1. Total Depth Of Concrete Vault To Be A Maximum Of 3'-0" From Top Of Vault Cover To Top Of Gravel Fill.
2. Service Connections Larger Than 6" In Diameter Will Conform To The Same Vault & Cover Specifications. Size Of Vault & Cover To Be Determined By A.W.Co. Engineers.

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF
CONCRETE VAULT

DRAWN BY:	APPROVED BY:	DATE:	△ 05.17.2001	E-9-12-5
CCO	MW	10/5/1993		



No.	FITTINGS SCHEDULE
1.	Ductile Iron Pipe
2.	Gate Valve M.J.
3.	D.I.P. Spool Piece Flg x Pe (10xDia.)
4.	Meter Strainer
5.	Propeller Meter
6.	Flanged Coupling Adapter
7.	Megalug Gland (Thrust Anchor)
8.	Concrete Thrust Block P.I.P.
9.	Concrete Vault

NOTE:

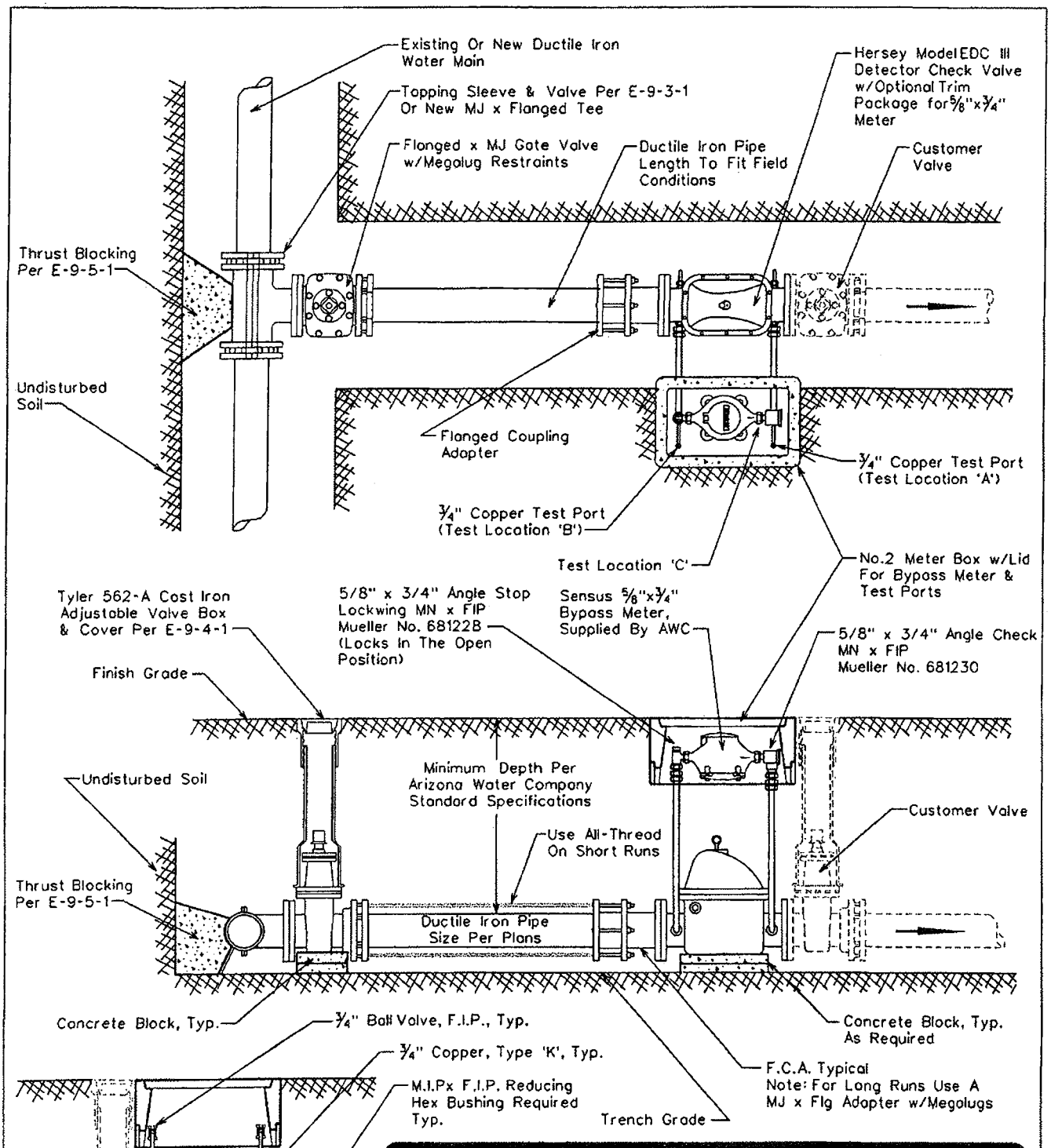
1. Use Rowley pipe supports or equivalent as needed (See E-9-12-4).
2. Pipe support locations to be determined by field personnel.
3. All Sched. 40 Stl. pipe outside of vault to be wrapped w/10-20 Mil. Scotchwrap corrosion protection tape.
4. All mechanical joint fittings to are to be megalugged.
5. Use deflection fittings (45° Ells.) to achieve necessary depths & cover as shown on the standard specification for the installation of a concrete vault (E-9-12-5).

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

NON-POTABLE PROPELLER METER

DRAWN BY:	APPROVED BY:	DATE:	△	
JPK	MW	7-20-95		E-9-12-6



TEST PORT 'A' &'B' DETAIL

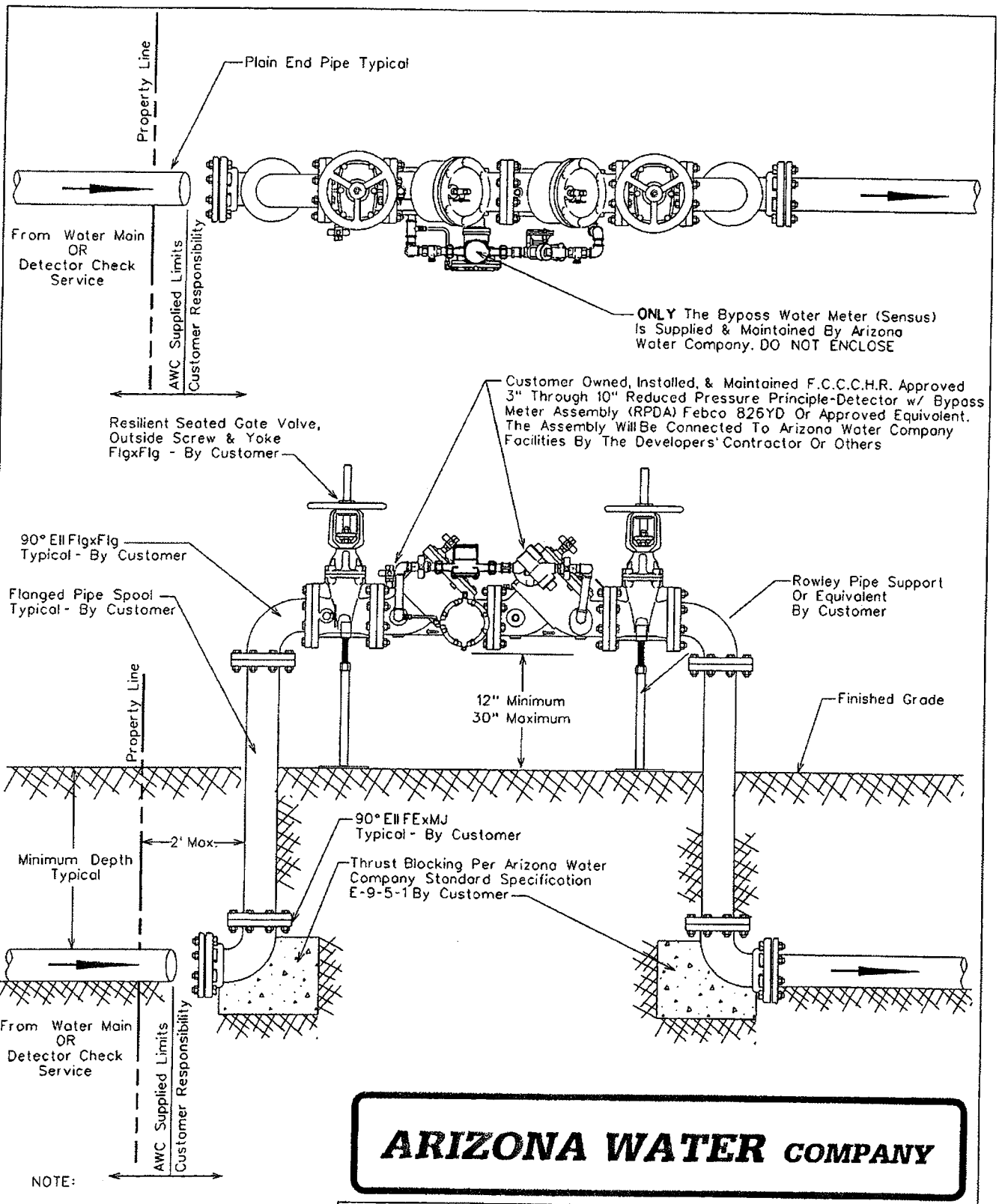
ARIZONA WATER COMPANY

STANDARD SPECIFICATION

FOR THE INSTALLATION OF

TYPICAL 4" THRU 8" DETECTOR CHECK VALVES

DRAWN BY:	APPROVED BY:	DATE:	△ 01.29.2001	E-9-13-1
CB	MW	10.16.1990		



NOTE:

Minimum Depth Of Cover Over 6" & 8" Mains is 36 Inches, 12" & Greater is 48 Inches Unless Otherwise Specified

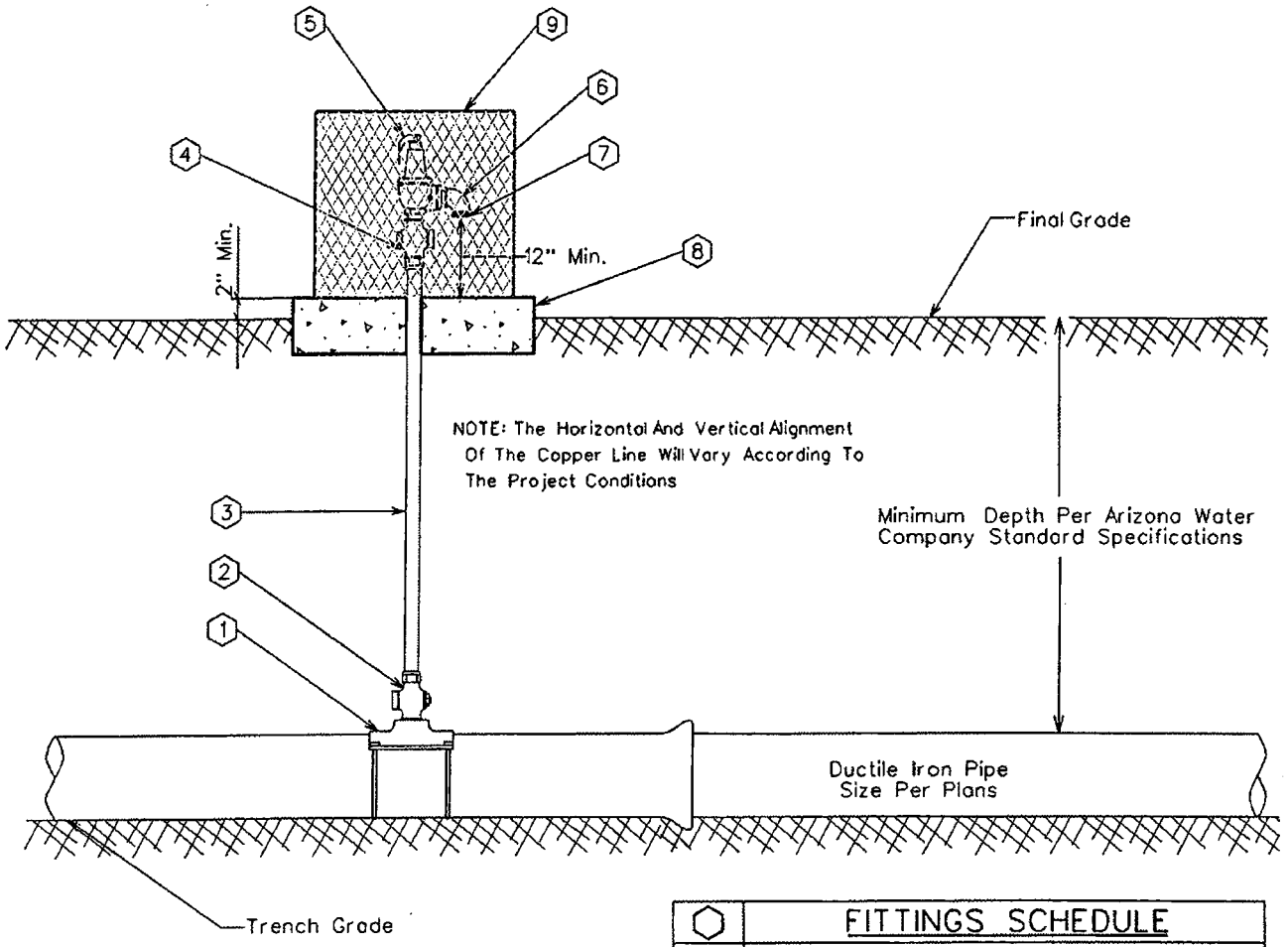
ARIZONA WATER COMPANY

STANDARD SPECIFICATION

FOR THE INSTALLATION OF

3" THRU 10" REDUCED PRESSURE PRINCIPLE-DETECTOR WITH BYPASS METER ASSEMBLY (RPDA) FOR FIRELINE SERVICES

DRAWN BY:	APPROVED BY:	DATE:	△1-19-2000	
CB	MW	10-13-98		E-9-13-2



⬡	FITTINGS SCHEDULE
1.	Mueller BR2B Bronze Service Saddle - Double Strap
2.	2" Mueller B-25008 Taper x Comp. Ball Corp Stop
3.	2" Type 'K' Copper w/NO Splices - Field Fit
4.	2" Mueller B-25028 IP x Comp. Ball Corp Stop
5.	2" Pressure Relief Valve Watts 174A With A 2" Inlet / 2" Outlet 30-150 psi W/ Bronze Body
6.	2" Brass Street Elbow
7.	No.16 Wire Mesh Screen (Non-Corrodible)
8.	4" Thick Concrete Pad - Class 'C' Concrete
9.	Vandal enclosure to be centered on the concrete pad

NOTE:

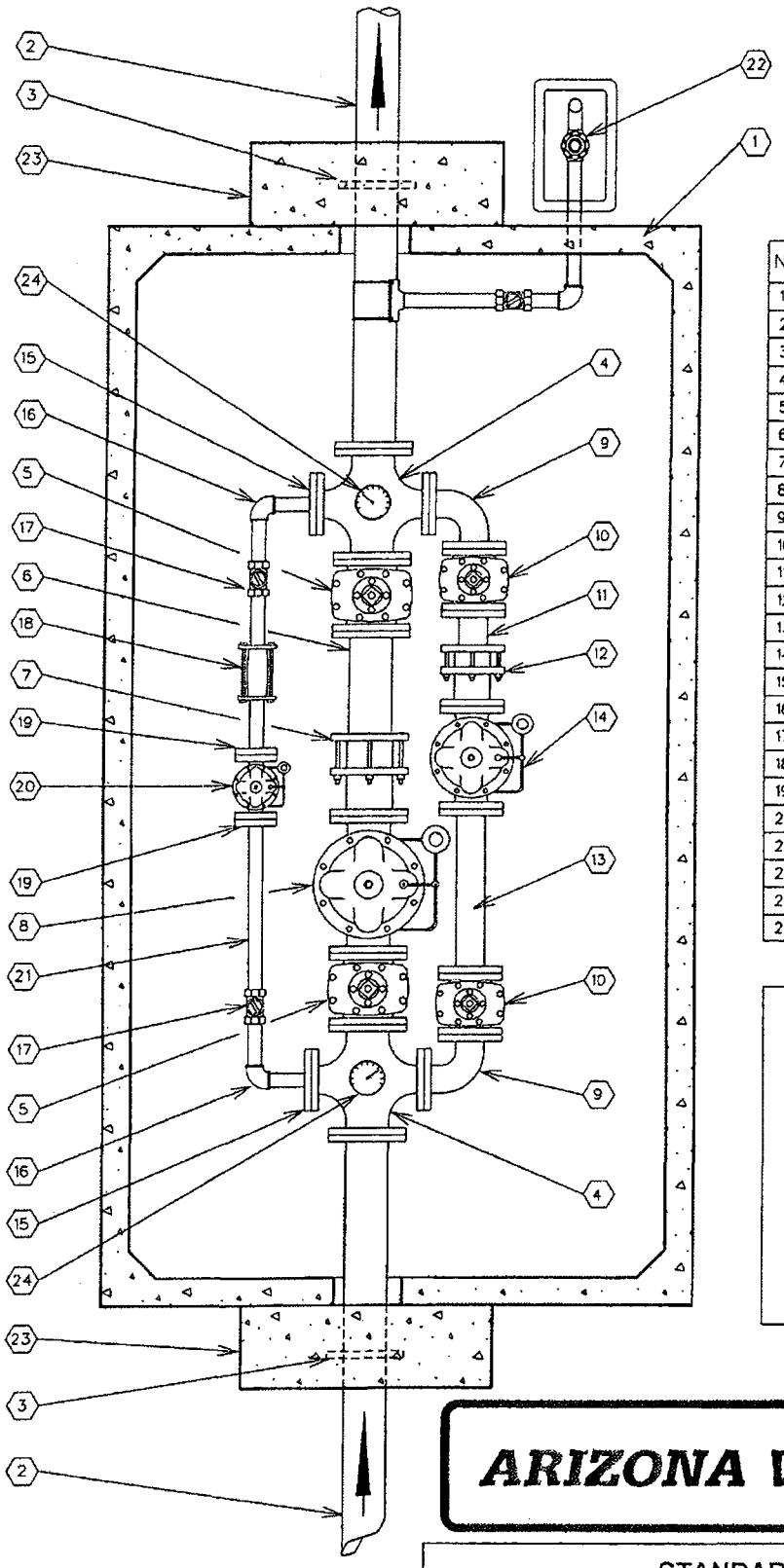
1. Pressure relief valves are typically located just down stream of a pressure reducing station or where system conditions might be subject to greater than allowable pressures.
2. The relief valve assembly and vandal enclosure shall be located out of the roadway, but within the right-of-way or easement.

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

TYPICAL PRESSURE RELIEF VALVE ASSEMBLY

DRAWN BY:	APPROVED BY:	DATE:	△	
CCO	MW	3/20/1986	△ 2/8/2001	E-9-14-1



No.	FITTINGS SCHEDULE
1.	612 LA Conc. Vault (See Note 3)
2.	6"x6'-0" D.I.P. Spool Flg.xP.E.
3.	6" Megalug (Thrust Anchor)
4.	6"x4" Cross Flg.
5.	6" Gate Valve Flg.
6.	6"x2'-0" D.I.P. Spool Flg.xP.E.
7.	6" Flg. Coup. Adapt. (Rockwell 913)
8.	6" High Flow Pressure Reducing Valve Flg.
9.	4" 90° Ell. Flg.
10.	4" Gate Valve Flg.
11.	4"x1'-0" D.I.P. Spool Flg.xP.E.
12.	4" FLg. Coup. Adapt. (Rockwell 913)
13.	4"x2'-0" D.I.P. Spool Flg.
14.	4" Medium Flow Pressure Reducing Valve Flg.
15.	2"x9" O.D. Reducing Flg. (I.P.T.)
16.	2" 90° Ell. F.I.P.
17.	2" Ball Valve F.I.P.
18.	2" Comp. Coup. (Rockwell 411)
19.	2" Companion Flg. (I.P.T.)
20.	2" Low Flow Pressure Reducing Valve Flg.
21.	2" Sched. 40 Stl. Pipe
22.	2" Pressure Relief Valve (See E-9-14-1)
23.	12"x36"x36" Conc. Thrust Block P.I.P.
24.	Pressure Gauge w/shut off valve

NOTE:

1. Use Rowley pipe supports or equivalent as needed. (See E-9-12-4)
2. Pipe support locations to be determined by field personnel.
3. Vault-612 LA top section w/12" Dia. sump hole. Cover-concrete slab top w/(4) 4'-0" x2'-6" aluminum spring loaded hinged style covers for non-traffic loading areas. For areas w/low density traffic, cover is to be designed for H-20 traffic loading.
4. All Sched. 40 Stl. pipe outside of vault to be wrapped w/10-20 Mil. Scotchwrap corrosion protection tape.
5. Use deflection fittings (45° Ells.) to achieve necessary depths & cover as shown on the standard specification for the installation of o concrete vault (E-9-12-5).

ARIZONA WATER COMPANY

STANDARD SPECIFICATION

FOR THE INSTALLATION OF

PRESSURE REDUCING STATION

DRAWN BY:	APPROVED BY:	DATE:	△ 9-27-95	E-9-15-1
JPK	MW	11-16-88		

1. Specific Items To Be Painted Deer-O Pure White Enamel:

A. All Booster Pumps.
B. All Electrical Motors And Gas Engines.
C. Well Pump Discharge Heads.
D. Electrical Panel.

2. Specific Items To Be Painted Frost Cap White Or Deer-O Pure White Enamel:

A. Well Shelter.

3. Specific Items To Be Painted OSHA Orange:

A. Electrical Conduit.

4. All Other Items To Be Painted With Either:
(At Manager's Discretion)

A. Cholla Green
B. Forest Green
C. Sonora Beige
D. Red Rock
E. Rock Brown
F. Deer-O Pure White
G. Elkhorn Coctus

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

PAINT COLOR SELECTION

DRAWN BY:	APPROVED BY:	DATE:	△	
CCO		3/20/1986	△ 2/13/2001	E-9-16-1

1. Tank shall conform to AWWA Specification D100-84 with exceptions noted below.

*2. 1/4" minimum shell plate.

3. Minimum of 12" diameter roof vent, screened with No. 16 non-corrodible wire mesh, to be located on a 24" diameter round hinged manhole opening at the center of the tank to provide access to the dollar plate.

4. Overflow pipe shall be the same diameter as the inlet pipe and shall terminate 12 to 24 inches above splash pad or a minimum of 2 overflow pipe diameters above weir box high water level.

5. Storage tank shall be placed upon adequately compacted base material.

6. 6" minimum floor mounted tank drain outlet to be located close to the outer shell.

7. Tank and related fittings shall be enclosed with a 6 foot chain link fence with lockable gates and anti-personnel wire on top of fence.

8. Liquid level shall be indicated by a target and target board on the outside surface of the tank.

9. 24 inch diameter manholes shall be provided on the roof and on the shell near the bottom of the tank. The roof manhole cover shall overlap the manhole by at least 2 inches to provide a rain tight closure. Roof manhole shall be hinged and equipped with a lock. Shell manhole cover to be hinged and bolted in place. *Tanks larger than a 60 foot diameter require 2 shell manholes.

10. Inside and outside ladders shall be located at the roof manhole. Outside ladder shall be caged with locking trap door. Bottom 8 feet of cage shall be enclosed to within 1/2" of shell with 10 gauge sheet steel.

11. Finished tank shall be disinfected in accordance with Arizona Department of Health Services Engineering Bulletin No. 8 before being placed into service.

12. The following information will be included with application for approval to construct:

    1. Tank location_____
    2. Tank height_____
    3. Tank diameter_____
    4. Tank capacity_____
    5. Method of water level control_____

    _____

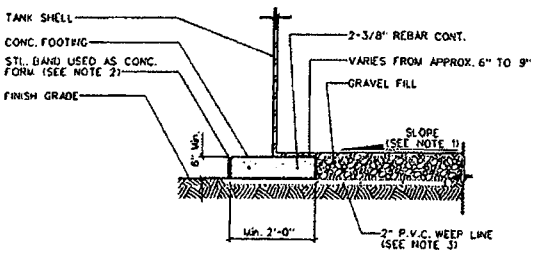
13. The storage tank will not be constructed within the 100 year flood plain and the tank site will be graded to slope away from the tank.

14. The welded steel storage tank will be coated as per AWWA Specification D102, and N.S.F. Standard 61.

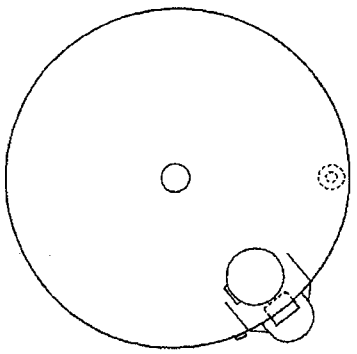
*Exceptions to AWWA Specification D100-84

FOUNDATION NOTES

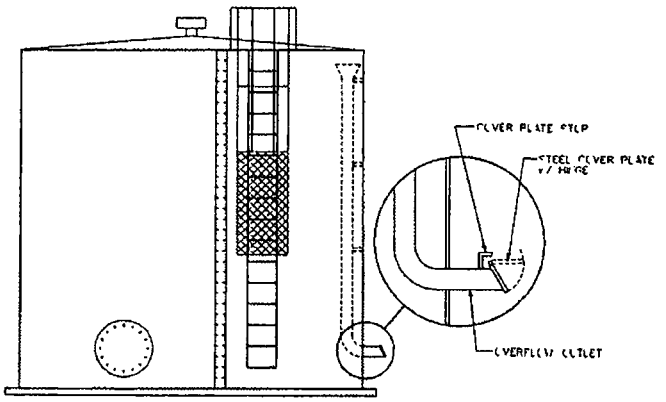
1. FINISH CONCRETE SURFACE MUST SLOPE UPWARDS FROM THE STEEL BAND APPROX. 1" IN 10'-0".
2. TOP OF STEEL BAND MUST BE MAINTAINED LEVEL TO WITHIN 1/8".
3. INSTALL 8-2" DIA.x10'-0" P.V.C. WEEP LINES, EQUALLY SPACED (EVERY 45°), PERFORATE 8'-0" OF LINE WITH 1/2" DIA. HOLES @ 6" O.C. PLUG INTERIOR END OF LINE w/2" CAP.



FOUNDATION DETAIL



PLAN VIEW

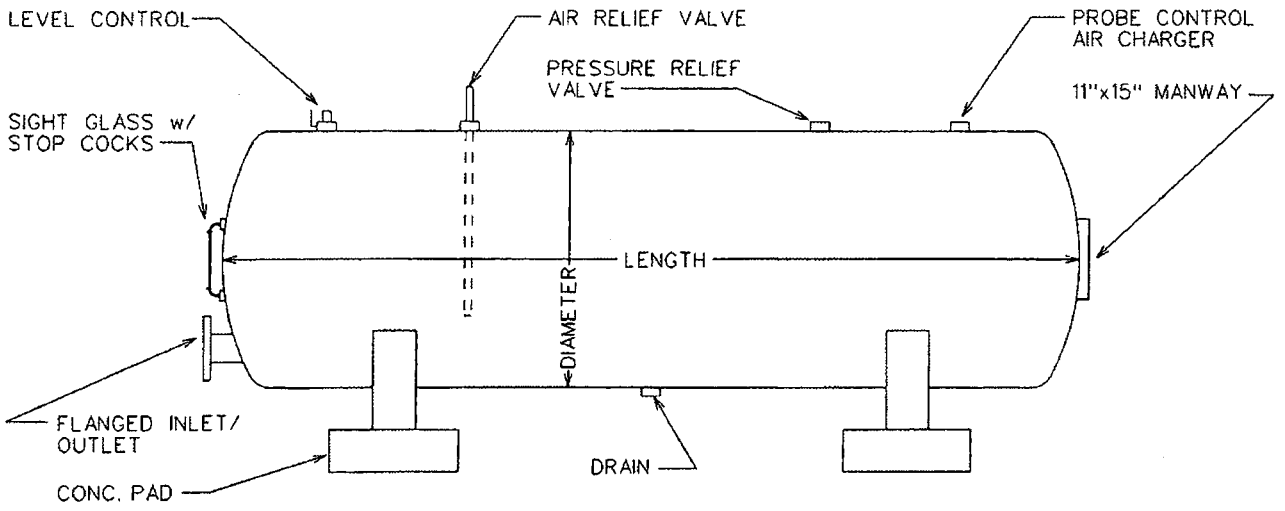


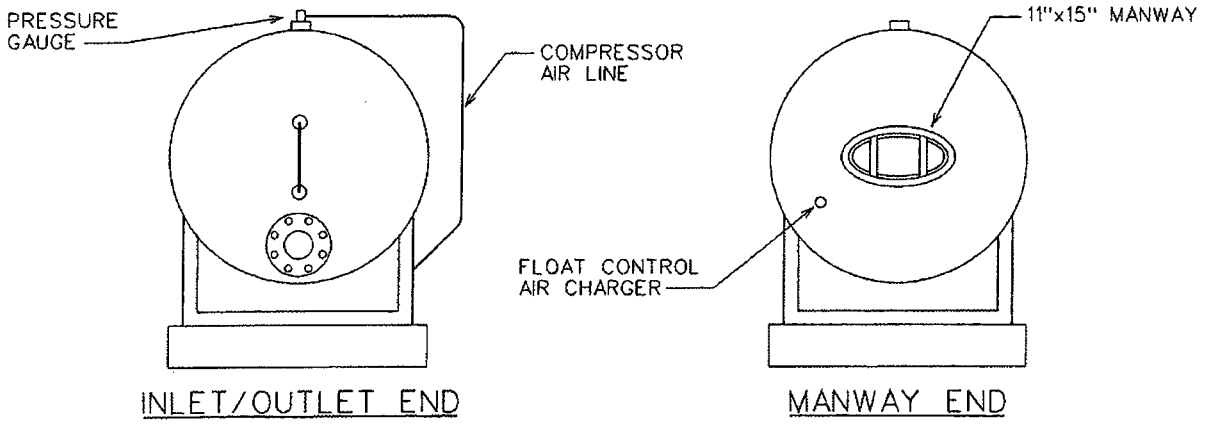
PROFILE VIEW

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF
STEEL WATER STORAGE TANK

DRAWN BY:	APPROVED BY:	DATE:	△	
JPK	MJW	10-17-88	2-12-96	E-9-17-1





1. ALL HYDROPNEUMATIC TANKS SHALL BE DESIGNED & CONSTRUCTED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE ASME CODE FOR UNFIRED PRESSURE VESSELS, SECTION VIII, DIVISION 1.
2. FINISHED TANK SHALL BE DISINFECTED IN ACCORDANCE WITH ADEQ BULLETIN No. 8 BEFORE BEING PLACED INTO SERVICE.
3. THE WELDED STEEL HYDROPNEUMATIC TANK WILL BE COATED AS PER AWWA SPECIFICATION D102 & NSF STANDARD 61.
4. THE FOLLOWING INFORMATION WILL BE INCLUDED WITH THE APPLICATION FOR APPROVAL TO CONSTRUCT.
   1. Tank Location _____
   2. Tank Length _____
   3. Tank Diameter _____
   4. Tank Capacity _____
   5. Maximum Working Pressure _____

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF
HYDROPNEUMATIC TANK

DRAWN BY:	APPROVED BY:	DATE:	△	
JPK	MW	3-20-1986	△ 1-28-1991	E-9-18-1

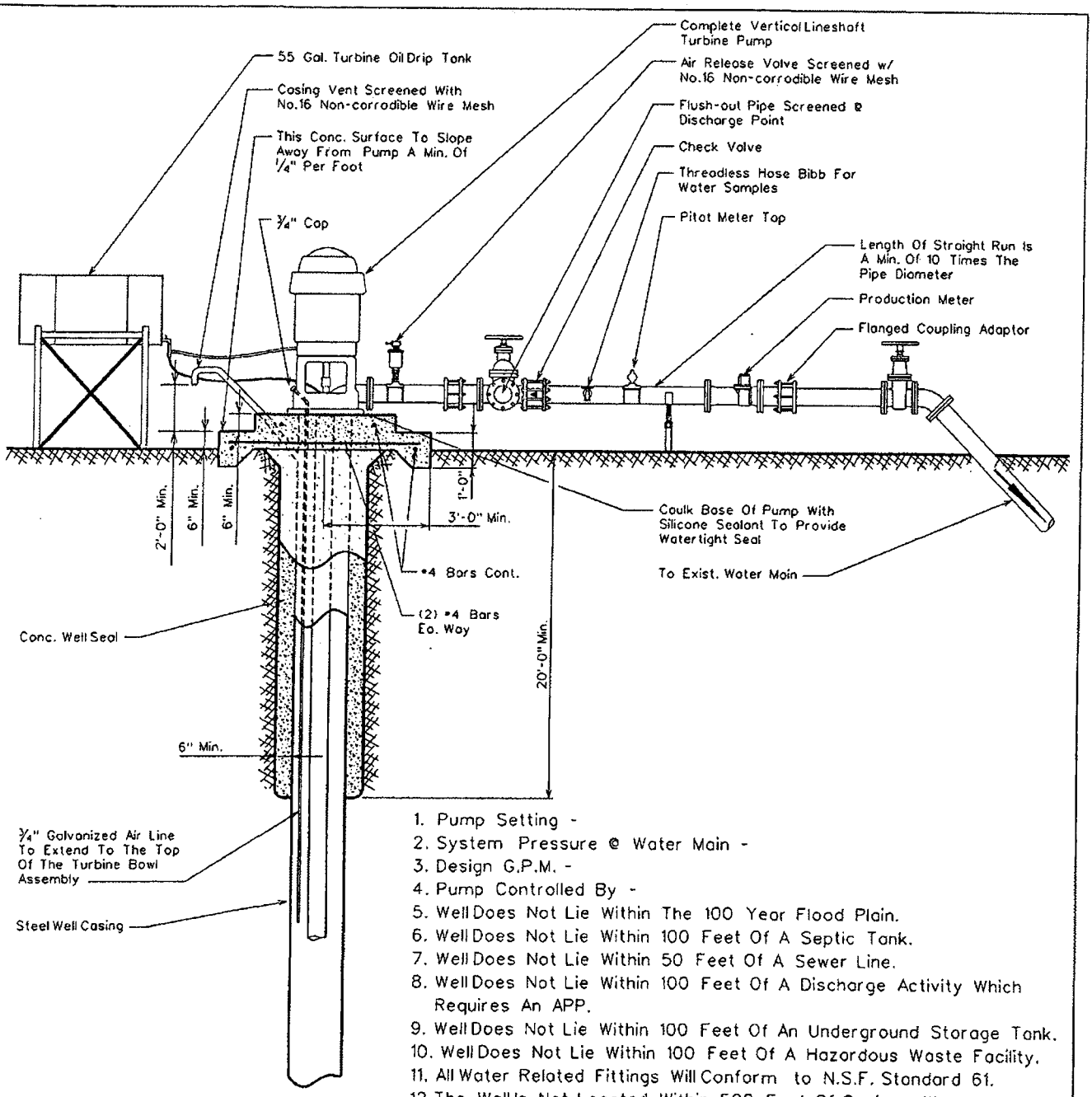
NOT
CONVERTED
TO
CAD

ARIZONA WATER COMPANY

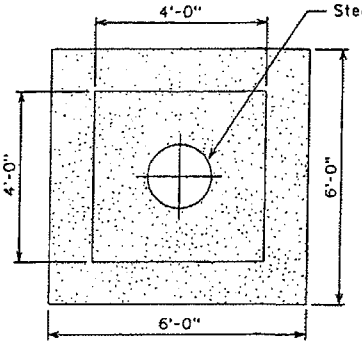
STANDARD SPECIFICATION
FOR THE INSTALLATION OF

WELL SHELTER

DRAWN BY:	APPROVED BY:	DATE:		
CB		03.20.1986	△04.03.2001	E-9-19-1



1. Pump Setting -
2. System Pressure @ Water Main -
3. Design G.P.M. -
4. Pump Controlled By -
5. Well Does Not Lie Within The 100 Year Flood Plain.
6. Well Does Not Lie Within 100 Feet Of A Septic Tank.
7. Well Does Not Lie Within 50 Feet Of A Sewer Line.
8. Well Does Not Lie Within 100 Feet Of A Discharge Activity Which Requires An APP.
9. Well Does Not Lie Within 100 Feet Of An Underground Storage Tank.
10. Well Does Not Lie Within 100 Feet Of A Hazardous Waste Facility.
11. All Water Related Fittings Will Conform to N.S.F. Standard 61.
12. The Well Is Not Located Within 500 Feet Of Surface Water.
13. The Site Will Be Graded To Provide Adequate Drainage Away From The Well.



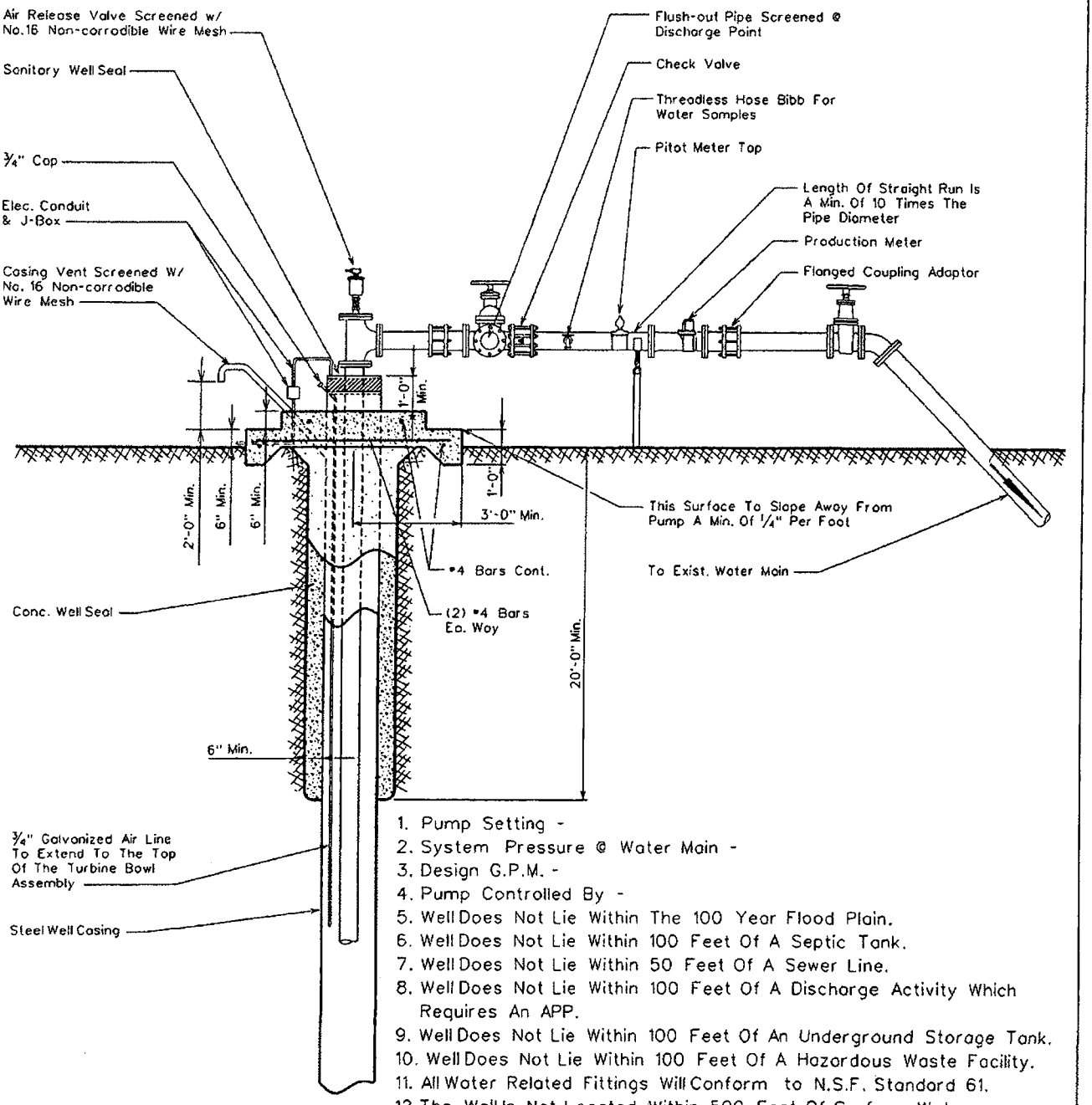
PLAN VIEW CONC. WELL SLAB

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

TYPICAL WELL W/ LINESHAFT TURBINE PUMP

DRAWN BY:	APPROVED BY:	DATE:	△	
jpk	M.W.	3-20-86	2-16-01	E-9-20-1



1. Pump Setting -
2. System Pressure @ Water Main -
3. Design G.P.M. -
4. Pump Controlled By -
5. Well Does Not Lie Within The 100 Year Flood Plain.
6. Well Does Not Lie Within 100 Feet Of A Septic Tank.
7. Well Does Not Lie Within 50 Feet Of A Sewer Line.
8. Well Does Not Lie Within 100 Feet Of A Discharge Activity Which Requires An APP.
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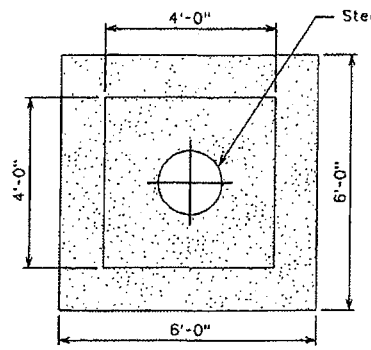
11. All Water Related Fittings Will Conform to N.S.F. Standard 61.
12. The Well Is Not Located Within 500 Feet Of Surface Water.
13. The Site Will Be Graded To Provide Adequate Drainage Away From The Well.



PLAN VIEW CONC. WELL SLAB

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

TYPICAL WELL W/ SUBMERSIBLE TURBINE PUMP

DRAWN BY:	APPROVED BY:	DATE:	△	
jpk	M.W.	3-20-86	2-16-01	E-9-21-1

All New Purchases To Conform To The Following:

Column Pipe

4" I.D. - 8	Threads	Per	Inch	Tapered	3/4"	Per	Foot	Right	Hand
6" I.D. - 8	"	"	"	"	"	"	"	"	"
8" I.D. - 8	"	"	"	"	"	"	"	"	"
10" I.D. - 8	"	"	"	"	"	"	"	"	"
12" I.D. - 8	"	"	"	"	"	"	"	"	"
14" I.D. - 8	"	"	"	"	"	"	"	"	"

Oil Tube - Peerless Type

1 1/2" O.D. - 14	Threads	Per	Inch	Right	Hand
2" O.D. - 12	"	"	"	"	"
2 1/2" O.D. - 10	"	"	"	"	"
3" O.D. - 10	"	"	"	"	"
3 1/2" O.D. - 10	"	"	"	"	"
4" O.D. - 10	"	"	"	"	"

Line Shaft

3/4" O.D. - 10	Threads	Per	Inch	Left	Hand
1" O.D. - 14	"	"	"	"	"
1-3/16" O.D. - 10	"	"	"	"	"
1-1/2" O.D. - 10	"	"	"	"	"
1-11/16" O.D. - 10	"	"	"	"	"
1-15/16" O.D. - 10	"	"	"	"	"
2-3/16" O.D. - 10	"	"	"	"	"
2-7/16" O.D. - 8	"	"	"	"	"

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

COLUMN PIPE, OIL TUBE AND LINE SHAFT

DRAWN BY:	APPROVED BY:	DATE:	△	
CCO		3/20/1996	△ 2/13/2001	E-9-22-1

NOT

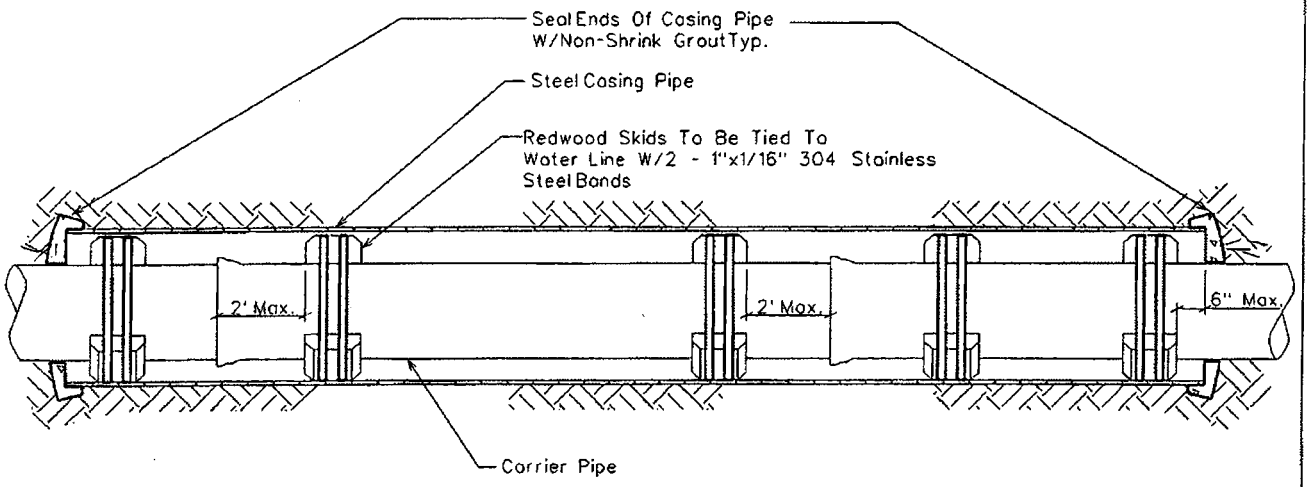
USED

ARIZONA WATER COMPANY

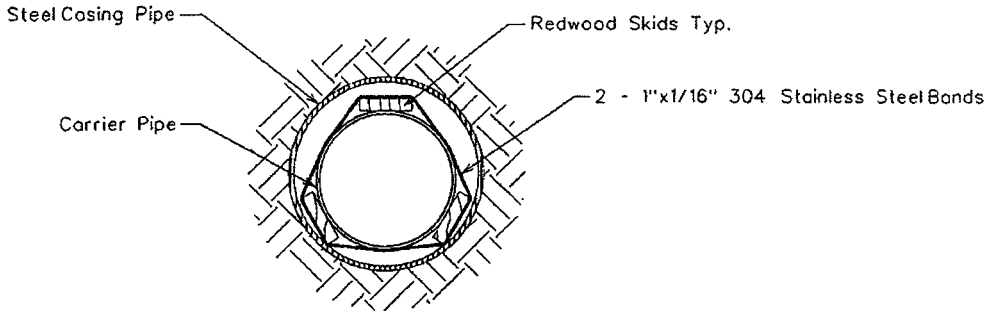
STANDARD SPECIFICATION

FOR THE INSTALLATION OF

DRAWN BY:	APPROVED BY:	DATE:	△	E-9-23-1



CROSS SECTION



SECTION CUT

NOTE: The Carrier Pipe Shall Be Polywrapped Prior To Redwood Skid Installation & Insertion Into The Carrier Casing For Divisions Requiring Polywrapped Pipe.

Thickness Of Skid To Extend ½" Above The O.D. Of The Pipe Bell.

OD Push On Joint Bell	OD M.J. BELL
6" - 8.66"	6" - 11.12"
8" - 10.82"	8" - 13.37"
10" - 12.91"	10" - 15.69"
12" - 15.05"	12" - 17.94"
14" - 17.62"	14" - 20.31"
16" - 19.74"	16" - 22.56"
18" - 21.86"	18" - 24.83"
20" -23.98"	20" -27.08"
24" - 28.16"	24" - 31.58"

PIPE SIZE	CASING SIZE	CASING SIZE ID	CASING SCHEDULE	WALL THICKNESS	SKID SIZE
6"	14"	13.25"	Sch.30 Steel	.375	"x4x12
8"	16"	15.25"	Sch.30 Steel	.375	"x4x12
12"	20"	19.25"	Sch.20 Steel	.375	"x4x12
16"	24"	23.25"	Sch.20 Steel	.375	"x4x12

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

TYPICAL WATER LINE ENCASEMENT

DRAWN BY:	APPROVED BY:	DATE:	△ 2/12/2001	E-9-24-1
CCO		3/20/1996		

CALCIUM HYPOCHLORITE TABLET CHLORINATOR FEEDER SPECIFICATIONS

SCOPE - This specification describes a ARCH Chemicals Calcium Hypochlorite Tablet Chlorination System as manufactured by ARCH Chemicals, 501 Merritt Seven, P.O. Box 5204, Norwalk, CT, 06856-5204.

DESCRIPTION - The chlorination system shall be completely assembled, ready to install. The chlorination system shall be a ARCH Chemicals Calcium Hypochlorite Tablet Feeder, or its equivalent, and shall be supplied with all its components factory mounted.

COMPONENTS - The Chlorination system shall have the following components:
- A. 1-¼" ARCH Chemical solid calcium hypochlorite tablet feeder
- B. Polyethylene system enclosure
- C. Integrated, level controlled solution tank
- D. Adjustable flow control valve
- E. Manual on/off valve (at inlet)
- F. Chemical metering pump
- G. On/off pump control switch
- H. Waterproof electrical junction box
- I. Corrosion resistant schedule 40 piping
- J. Reverse flow check valves
- K. Total solution output control valve

ELECTRICAL FIXTURES - The following electrical fixtures shall be provided:
- A. Safety switch, 2 pole, fused for 30 Amps, for 120 Volts, 60 cycle, single phase power.

CHLORINATOR DESIGN - The chlorination facility shall be designed and constructed in accordance with Arizona State Department of Health Engineering Bulletin Number 8 - "Disinfection of Water Systems". Latest Revision.

CHLORINATION EQUIPMENT - The chlorination equipment shall be a ARCH Chemicals Calcium Hypochlorite tablet chlorinator, approved by NSF Standard 61.

CHLORINATOR OPERATION - The chlorination facility shall be operated in accordance with Arizona State Department of Health Engineering Bulletin Number 8, "Disinfection of Water Systems", Table 1. latest revision.

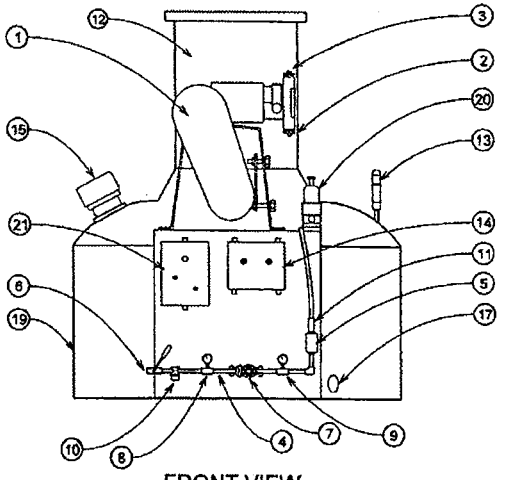
CHLORINATOR SYSTEM DESCRIPTION - ARCH Chemicals tablet chlorinator systems incorporate a patented chlorinator which is designed to utilize ARCH Chemicals 1-¼" solid calcium hypochlorite tablets (Approved NSF Standard 60). Meets AWWA Standard B-300, EPA Registration # 1258-1179.The chlorinator is mounted on a polyethylene system enclosure. The inlet water is sprayed on the calcium hypochlorite tablet and collected in a solution tank. This chlorinated solution is then pumped out of the tank through a chemical metering pump. This metering pump is then adjusted to obtain the desired CL residual.

ARCH Chemicals Calcium Hypochlorite Tablet Chlorinator

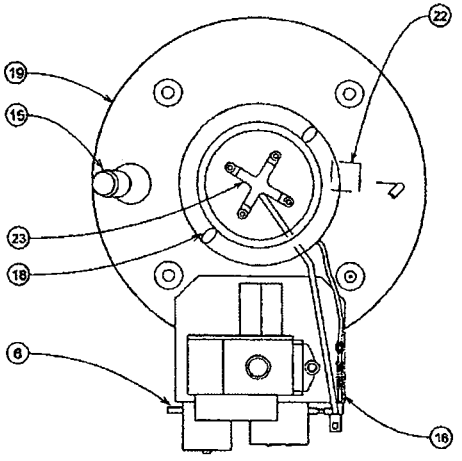
NTS

HYPOCHLORINATOR COMPONENTS:

1. Chemical Metering Pump
2. Pump Suction Connection
3. Pump Discharge Connection
4. Inlet Water Assembly
5. Inlet Water Solenoid Valve
6. Inlet Shut-Off Valve
7. Inlet Pressure Regulator
8. Inlet Water Pressure Gauge
9. Spray Nozzle Water Pressure Gauge
10. Inlet Strainer
11. Inlet Tubing Connection
12. Dry Chemical Hopper
13. Suction Line
14. Electrical Control Box With Power On/Off
15. Electric Mixer
16. Solution Discharge Connection
17. Tank Drain Valve
18. Observation Port
19. Mixed Chemical Holding Tank
20. Pressure Relief Valve
21. Pump Speed Control
22. High Level Shut-Off Float Switch
23. Water Spray Nozzles



FRONT VIEW

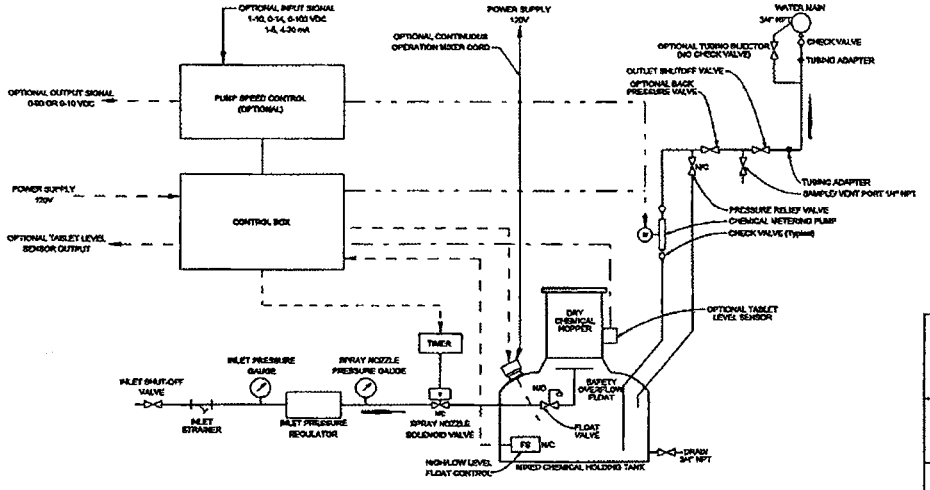


TOP VIEW

HOPPER REMOVED FOR CLARITY

Chlorinator Fluid Schematic

NTS



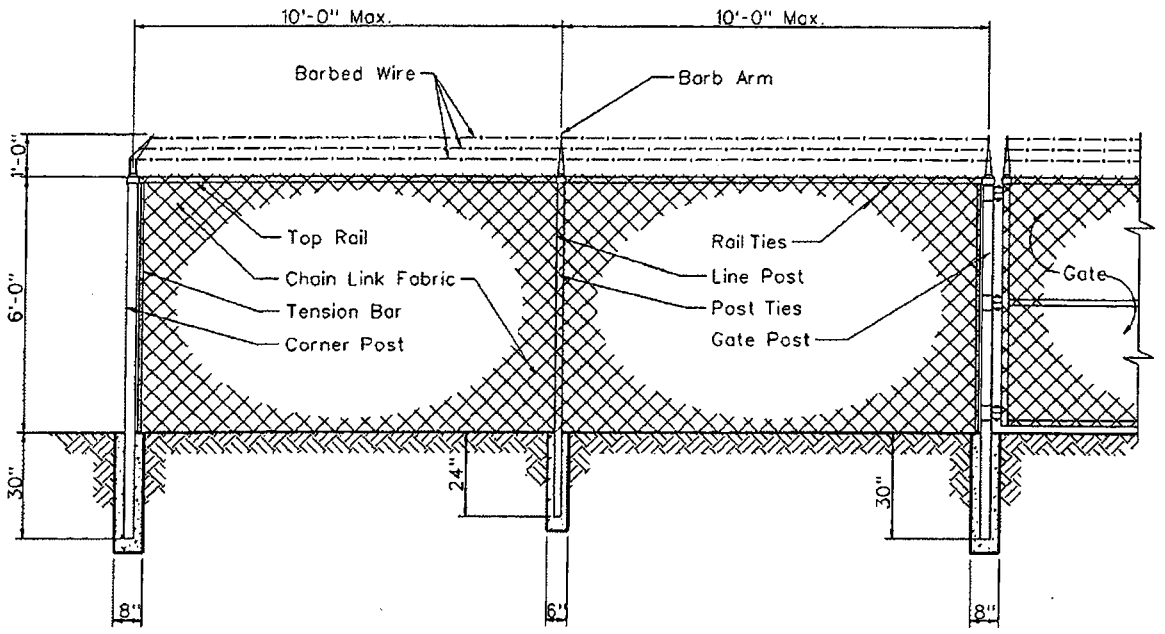
ARIZONA WATER COMPANY

STANDARD SPECIFICATION

FOR THE INSTALLATION OF

CALCIUM HYPOCHLORITE TABLET CHLORINATOR

DRAWN BY:	APPROVED BY:	DATE:	△	E-9-25-1
CB	MW	02-09-2000		



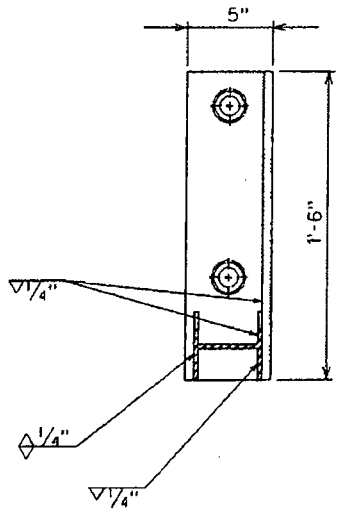
Line Post:	1-7/8" O.D.	1.74 lbs. P/L.F.	ASTM A-256
End Post:	2-7/8" O.D.	4.64 lbs. P/L.F.	ASTM A-256
Corner Post:	2-7/8" O.D.	4.64 lbs. P/L.F.	ASTM A-256
Gate Post:	2-7/8" O.D.	4.64 lbs. P/L.F.	ASTM A-256
Top Rail:	1-5/8" O.D.	4.64 lbs. P/L.F.	ASTM A-256
Chain Link Fabric:	9 Ga. 2" Mesh Galv. Before Weave		
Selvage:	Barb/Knuckle		
Fittings:	Pressed Steel		
Barb Wire:	2-1/2 Ga./2 Point		
Barb Arm:	1 Piece/45° Arm		
Tension Wire:	9 Ga./Galv.		
Line Post Set:	6"x24" In Concrete		
Terminal Post Set:	8"x30" In Concrete		

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

CHAIN LINK FENCE

DRAWN BY:	APPROVED BY:	DATE:	△	
CCO	MW	7/7/1992	△ 2/9/2001	E-9-26-1

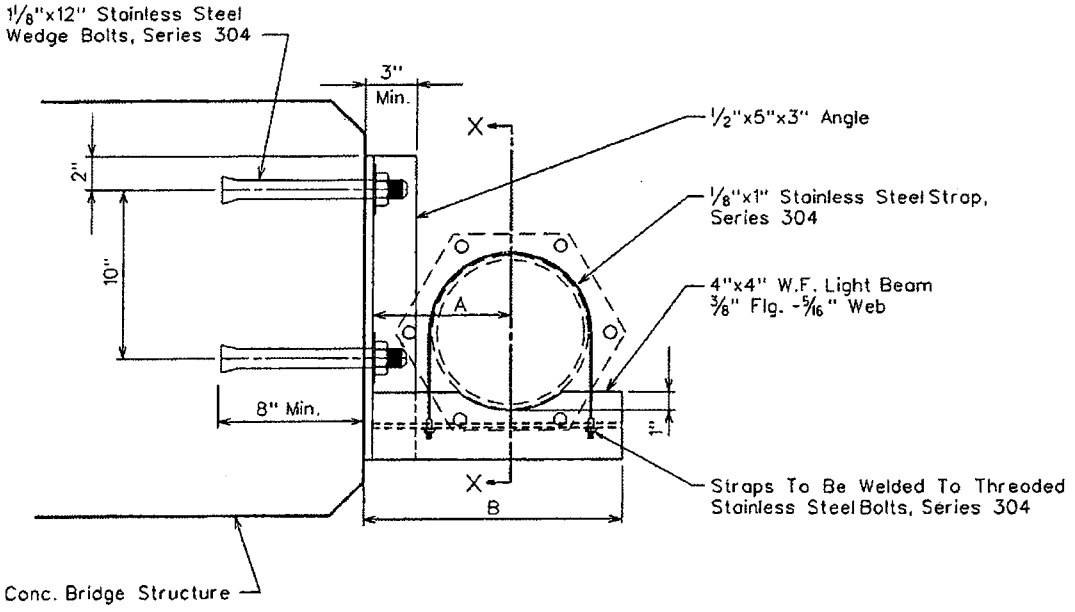


SECTION X-X

NOTES

1. Minimum 2 Supports Per Joint Of Pipe.
2. All Bolts Shall Have A Lock Washer Under The Nut.
3. All Nuts Shall Be Stainless Steel Series 304.

PIPE SIZE	A	B
8"	8"	15"
10"	9"	17"
12"	10"	19"



SUSPENSION DETAIL

ARIZONA WATER COMPANY

STANDARD SPECIFICATION
FOR THE INSTALLATION OF

SIDE HUNG WATER LINE SUSPENSION

DRAWN BY:	APPROVED BY:	DATE:	△	
JPK	MJW	7-12-96		E-9-27-1

ATTACHMENT "E"

Additional Contaminant Limits

1.	Nitrates	Less than or equal to 6.5 mg/l
2.	Arsenic	Less than or equal to .0075 mg/l
3.	TDS	Less than or equal to 700 mg/l
4.	PH Range	Greater than or equal to 6.5 and Less than or equal to 8.5
5.	Fluorides	Less than or equal to 2 mg/l
6.	Sulfates	Less than or equal to 250 mg/l

ATTACHMENT "F"

Phasing Schedule

Phase	Units	Pipelines	*Wells	*Booster Pump Stations	*Storage Tanks	Total Cost
Phase 1	0-1000	$1,152,640	$950,000	$220,000	$400,000	$2,722,640
Phase 2	1001-2000	$577,520	$0	$0	$0	$577,520
Phase 3	2001-3000	$251,200	$950,000	$220,000	$400,000	$1,821,200
Phase 4	3001-4000	$92,800	$0	$0	$0	$92,800
Phase 5	4001-5000	$198,400	$950,000	$220,000	$400,000	$1,768,400
Phase 6	5001-6000	$154,280	$0	$0	$0	$154,280
Phase 7	6001-6500	$97,160	$950,000	$220,000	$400,000	$1,667,160
	Totals	$2,524,000	$3,800,000	$880,000	$1,600,000	$8,804,000

*Based on 4 wells, 4 storage tanks and 4 booster pump stations meeting minimum total production and storage capacity required to serve the Development.

ATTACHMENT "G"

Recorded at the Request of
ARIZONA WATER COMPANY

When Recorded Please Return to:
ARIZONA WATER COMPANY
Arizona Water Company
P.O. Box 29006
Phoenix, AZ 85038-9006

BILL OF SALE

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged, _____, LLC, an Arizona limited liability company ("Grantor"), does hereby grant, bargain, sell, convey, transfer, deliver and assign to ARIZONA WATER COMPANY, an Arizona corporation ("Grantee"), free and clear of all liens, encumbrances and claims, whether of record or otherwise, the following described property:

A. The water production, transmission, distribution, storage, and related and appurtenant facilities constructed by or on behalf of Grantors, located in Pinal County, Arizona, as described in Exhibit "A".

B. All easements, rights-of-way, licenses, and other rights owned or claimed by Grantors which are required in the production, transmission, distribution or storage of water.

GRANTOR, for itself, its successors, heirs, representatives, and assigns, covenants with Grantee and its successors, representatives, and assigns that Grantor is lawfully seized of the described property; that Grantor has the right to convey the described property; that Grantor warrants and will defend the title and quiet enjoyment of the described property against the claims and demands of all persons; and Grantor will do any further acts for the purpose of perfecting and confirming the title to the described property that Grantee may reasonably require.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by their duly authorized officers this _____ day of _____, _____.

_____,
[Grantor]

an Arizona limited liability company

By_____

Its_____

STATE OF ARIZONA)
) ss
COUNTY OF _____)

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the _____ of the entity that executed the within instrument on behalf of: _____ that executed the within instrument, and acknowledged to me that such corporation executed the same as such _____ and that such _____ executed same.

_____
Notary Public

ATTACHMENT "H"

Initial Estimate and Reimbursement Amount Per Customer

Install approximately 63,100 l.f. of 12" C900 PVC & related fittings	$2,524,000
Drill and equip four 16" x 1,000' production wells	$3,800,000
Construct four booster pump stations	$880,000
Construct Four 650,000 gallon (usable) storage tanks	$1,600,000
Inital Estimate of Reimbursable Cost	**$8,804,000**

Reimbursement amount per customer - $8,804,800/6,500 customers = $1,354 per customer

ATTACHMENT "I"
EASEMENT FORM

Recording Requested By:
ARIZONA WATER COMPANY

When Recorded, Mail To:
Arizona Water Company
P.O. Box 29006
Phoenix, Arizona 85038-9006

ABOVE SPACE RESERVED FOR COUNTY RECORDER

GRANT OF EASEMENT

_____, LLC, an Arizona Limited Liability Company, organized under the laws of the State of Arizona (hereinafter referred to as "Grantor"), for a valuable consideration, receipt of which is hereby acknowledged, grants to ARIZONA WATER COMPANY, an Arizona corporation, its successors and assigns (hereinafter referred to as "Grantee"), a perpetual easement and the right to excavate for, install, operate, maintain, remove or replace one or more pipelines, including valves, hydrants, meters and other equipment and appurtenances, (hereinafter referred to as the "Water System") for the purpose of conveying water for all purposes, (hereinafter referred to as the "Easement") on that certain real property (hereinafter referred to as the "Real Property") in the County of Pinal, State of Arizona, described as follows:

GRANTOR agrees for itself, its successors and assigns that no building or other structure will be constructed, or other obstruction placed, over the Easement.

GRANTEE, its agents and employees, shall at all times have the right of unobstructed ingress to and egress from the Easement and free access to the Easement and the

Water System through and over the Real Property for the purpose of maintaining, operating, removing or replacing the Water System including the right to trim or remove any trees or shrubs that in Grantee's judgment interfere with the rights herein granted. Grantee agrees to use reasonable care to avoid damage to the property of Grantor in the exercise of the Easement.

The individuals signing this Grant of Easement warrant that they have read this Grant of Easement, have the authority to execute this Grant of Easement, and will furnish such evidence reasonably necessary to validate such authority upon request.

EXECUTED this ____ day of _____, year of _____.

_____
an Arizona Limited Liability Company,

By: _____

Title: _____

STATE OF _____)
) ss
COUNTY OF _____)

This foregoing instrument was acknowledged before me this _____ day of _____ in the year ____ by _____, and _____, of _____, an Arizona Limited Liability Company.

My Commission Expires:

_____
Notary Public

ATTACHMENT "J"

REAL PROPERTY PARCEL ONE

A parcel of land being situated within the Southwest quarter of Section 6, Township 6 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

Commencing at the South quarter corner of said Section 6;
Thence North 00 Degrees 01 Minutes 29 Seconds East, coincident with the North-South mid-section line of said Section 6, a distance of 65.00 feet to the POINT OF BEGINNING.
Thence continuing North 00 Degrees 01 Minutes 29 Seconds East, a distance of 200 feet;
Thence North 89 Degrees 58 Minutes 31 Seconds West, a distance of 200 feet;
Thence South 00 Degrees 01 Minutes 29 Seconds West, a distance of 200 Feet;
Thence South 89 Degrees 58 Minutes 31 Seconds East to the POINT OF BEGINNING.

REAL PROPERTY PARCEL TWO

A parcel of land being situated within the Southeast quarter of Section 7, Township 6 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

Commencing at the South quarter corner of said Section 7;
Thence North 00 Degrees 32 Minutes 10 Seconds East, coincident with the North-South mid-section line of said Section 7, a distance of 65.00 feet to the POINT OF BEGINNING;
Thence continuing North 00 Degrees 32 Minutes 10 Seconds East, a distance of 200 feet;
Thence South 89 Degrees 27 Minutes 50 Seconds East, a distance of 200 feet;
Thence South 00 Degrees 32 Minutes 10 Seconds West, a distance of 200 feet;
Thence North 89 Degrees 27 Minutes 50 Seconds West, a distance of 200 feet to the POINT OF BEGINNING.

REAL PROPERTY PARCEL THREE

That portion of Government Lot 6 in Section 5, Township 6 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

Commencing at the Southeast corner of said Lot 6, said point lies South 47 Degrees 56 Minutes 31 Seconds East from the Northwest corner of said Section 5, a distance of 3583.93 feet;

Thence North 00 Degrees 28 Minutes 07 Seconds East, coincident with the North-South mid-section line of said Section 5, a distance of 65.00 feet to the POINT OF BEGINNING;
Thence continuing North 00 Degrees 28 Minutes 07 Seconds East, a distance of 200 feet;
Thence North 89 Degrees 31 Minutes 53 Seconds West, a distance of 200 feet;
Thence South 00 Degrees 28 Minutes 07 Seconds West, a distance of 200 feet;
Thence South 89 Degrees 31 Minutes 53 Seconds East, a distance of 200 feet to a point on said North-South mid-section line and the POINT OF BEGINNING.

REAL PROPERTY PARCEL FOUR

A parcel of land being situated within the Northeast quarter of Section 7, Township 6 South, Range 8 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, described as follows:

Commencing at the East quarter corner of said Section 7;
Thence North 89 Degrees 21 Minutes 06 Seconds West, coincident with the East-West mid-section line of said Section 7, a distance of 65.00 feet to the POINT OF BEGINNING;
Thence continuing North 89 Degrees 21 Minutes 06 Seconds West, a distance of 200 feet;
Thence North 00 Degrees 38 Minutes 54 Seconds East, a distance of 200 feet;
Thence South 89 Degrees 21 Minutes 06 Seconds East, a distance of 200 feet;
Thence South 00 Degrees 38 Minutes 54 Seconds West, a distance of 200 feet to the POINT OF BEGINNING.